

MEMORANDUM

MAY 29, 1979

TO: BOSTON REDEVELOPMENT AUTHORITY

FROM: ROBERT J. RYAN, DIRECTOR

SUBJECT: RATIFICATION OF CLOSING  
BOSTON NAVAL SHIPYARD AT CHARLESTOWN  
CHARLESTOWN URBAN RENEWAL AREA R-55

As of May 24, 1979, the Authority transferred title to Parcel 2A1 of the Boston Naval Shipyard at Charlestown. This parcel is a portion of Phase I, (Building #42) of the Land Disposition Agreement between Immobiliare New England and the BRA.

Because of some amendments in the documents as finally executed, ratification of these documents as executed is now requested. The documents as executed are attached hereto.

An appropriate Vote follows:

VOTED: The Authority hereby  
approves the disposition  
documents as attached  
hereto and further ratifies  
the actions of the Director  
in executing said documents  
on behalf of the Authority.

REFORMATION, AMENDMENT AND CONFIRMATORY DEED  
HERITAGE CONSERVATION AND RECREATION SERVICE  
TO  
BOSTON REDEVELOPMENT AUTHORITY  
OF PUBLIC PARK PARCEL

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THE UNITED STATES OF AMERICA, ("Grantor"), acting by and through the Regional Director, Northeast Region, Heritage Conservation and Recreation Service, with offices at the Federal Building, Room 9310, 600 Arch Street, Philadelphia, Pennsylvania, successor agency to Bureau of Outdoor Recreation, pursuant to authority delegated by the Secretary of the Interior, and as authorized by the Federal Property and Administrative Services Act of 1949 (63 Stat. 377), as amended, and particularly as amended by Public Law 91-485 (84 Stat. 1084], and regulations and orders promulgated thereunder, for and in consideration of the use and maintenance of the property herein conveyed for public park or public recreation purposes as they are described herein, in perpetuity By the BOSTON REDEVELOPMENT AUTHORITY, ("Grantee"), does hereby remise and release without warranty covenants to the said BOSTON REDEVELOPMENT AUTHORITY, One City Hall Square, Boston, MA 02201, its successors and

assigns, subject to the reservations, exceptions, restrictions, conditions, and covenants hereinafter set forth, all right, title and interest of the Grantor in and to the following described property situated in the Charlestown Section of Boston, Suffolk County, Massachusetts, and being referred to from time to time hereafter as the "Public Park Parcel".

#### DESCRIPTION

A certain parcel of land with all improvements thereon situated off the Southeasterly side of Chelsea Street, Charlestown section of Boston, Suffolk County, Massachusetts, being shown as Parcel No. 3 on a plan entitled "Boston Redevelopment Authority, City of Boston - Suffolk County - Massachusetts, Boston Naval Shipyard - Charlestown, Land Parcel Plan Alternate 1 Revised" by Parsons, Brinckerhoff, Quade & Douglas, Inc., dated May 31, 1978, recorded in the Suffolk County Registry of Deeds herewith, said parcel being more fully bounded and described as follows:

Commencing at a point along the Southwesterly line of Sixth Street in the common bound between Parcels No. 1 and 3, as shown on said plan, said point being 60.32 feet Southwesterly from the granite foundation of Building 36, all as shown on said plan; thence

S 40°41'18"E - 171.57 feet by Parcel No. 1, as shown on said plan; thence

N 49°22'12"E - 432.40 feet by Parcel No. 1, as shown on said plan to a point on the Northeasterly side of Eighth Street at Parcel No. 2, as shown on said plan; thence

S 40°37'53"E - 504.58 feet to a point; thence  
S 49°19'09"W - 330.34 feet to a point; thence  
S 40°37'56"E - 301.19 feet to a point; thence  
N 50°02'12"E - 44.25 feet to a point; thence  
S 40°37'24"E - 664.55 feet, more or less, to a point, the  
last five (5) courses being by Parcel No. 2  
as shown on said plan; thence  
S 49°23'23"W - 163.91 feet, more or less, to a point;  
thence  
N 77°07'27"W - 412.37 feet, more or less, to a point;  
thence  
N 40°34'07"W - 661.93 feet, more or less; thence.  
N 49°25'53"E - 35.00 feet; thence  
N 40°34'07"W - 63.00 feet; thence  
N 49°25'53"E - 23.35 feet; thence  
N 40°34'07"W - 617.49 feet; thence  
N 49°45'53"E - 202.93 feet to a point at the Southwesterly  
line of Sixth Street at Parcel No. 1 as  
shown on said plan, the last six (6)  
courses being by "U.S.S. Constitution  
National Park", as shown on said plan;  
thence  
S 40°41'18"E - 29.81 feet by Parcel No. 1, as shown on  
said plan, to the point of beginning.

Said parcel containing 16.22 Acres, more or  
less, according to said plan.

For the Grantor's title, see the following:

A. Recorded Instruments:

(1) Deed from J. Larkin to the United States of America (USA), dated December 2, 1800, recorded with Middlesex South District Registry of Deeds in Book 141, Page 52.

(2) Receipt for Jury Award (Local Civil Action) from John Harris to the USA dated November 29, 1800, recorded with Middlesex South District Registry of Deeds in Book 141, Page 48.

(3) Deed from Ebenezer Breed to the USA, dated February 21, 1801, recorded with Middlesex South District Registry of Deeds in Book 141, Page 39.

(4) Deed from Richard Harris et al to the USA, dated July 6, 1840, recorded with Middlesex South District Registry of Deeds in Book 396, Page 1.

B. Statutory Authority:

- (1) c.26 of the Massachusetts Acts & Resolves of 1800.
- (2) c.64 of the Massachusetts Acts & Resolves of 1899.
- (3) c.12 of the Massachusetts Acts & Resolves of 1941.
- (4) c.659 of the Massachusetts Acts & Resolves of 1941.
- (5) c.614 of the Massachusetts Acts & Resolves of 1945.
- (6) c.475 of the Massachusetts Acts & Resolves of 1948.
- (7) c.556 of the Massachusetts Acts & Resolves of 1978.

C. Licenses:

(1) License No. 3811 granted by the Commonwealth of Massachusetts, Department of Public Works to the United States of America, Department of the Navy, on January 30, 1956, recorded with the Suffolk County Registry of Deeds on September 18, 1956, at Book 7184, Page 180.

TO HAVE AND TO HOLD the above premises, subject to and together with the benefit of reservations, exceptions, restrictions, conditions and covenants herein enumerated and set forth, unto the Grantee, its successors and assigns, forever.

Pursuant to authority contained in the Federal Property and Administrative Services Act of 1949, as amended, and applicable rules, regulations and orders promulgated thereunder, the General Services Administration determined the property to be surplus to the needs of the United States of America and assigned the property to the Department of the Interior for conveyance to the BOSTON REDEVELOPMENT AUTHORITY.

The Grantee, by acceptance of this deed, does hereby covenant and agree for itself, and its successors and assigns, as follows:

1. The property shall be used and maintained exclusively for the public purposes for which it is conveyed in perpetuity as set forth in the program of utilization and plan contained in the application submitted by Grantee on November 17, 1975 and February 25, 1977, as supplemented and amended by letter of March 1, 1977 with attachments thereto, and in accordance with the provisions of this deed, which program and plan may be further amended from time to time at the request of either the Grantor or Grantee, with the written concurrence of the other party, and such amendments shall be added to and become a part of the original application.

2. It is agreed that the public purposes for which the property is being conveyed consist of (a) public park and

recreation purposes relating to that portion of the property other than Eighth Street and First Avenue, shown on the above-described plans and (b) access and utility purposes relating to the remaining portion of the property (i) to provide access and egress for the general public by foot or vehicle to the property and to other portions of the Boston Naval Shipyard, (ii) to allow the use, installation, maintenance, repair and replacement of existing and future utility systems, lines, drains, conduits and appurtenances thereto under but within said street locations; provided, however, that the widening, alteration, or relocation of said streets or the installation or relocation of utilities shall be submitted to the Grantor for its prior written concurrence as an amendment to the application, and (iii) to allow temporary above-ground utilities and appurtenances as necessary for construction.

3. The Grantee shall within 6 months of the date of this deed erect and maintain a permanent sign or marker near the point of principal access to the conveyed area indicating that the property is a park or recreational area and has been acquired from the Federal Government for use by the general public.

4. The property shall not be sold, leased, assigned or otherwise disposed of except to another eligible governmental agency that the Secretary of the Interior agrees in writing can assure the continued use and maintenance of the property for public park or public

recreational purposes as they are described herein, subject to the same terms and conditions in the original instrument of conveyance. However, nothing in this provision shall preclude the Grantee from providing related recreational facilities and services compatible with the approved application, through concession agreements entered into with third parties, provided prior concurrence to such agreements is obtained in writing from the Secretary of the Interior.

5. From the date of this conveyance, the Grantee, its successors and assigns, shall submit biennial reports to the Secretary of the Interior, setting forth the use made of the property during the preceding two-year period, and other pertinent data establishing its continuous use for the purposes set forth above, for ten (10) consecutive reports and as further determined by the Secretary of the Interior.

6. As part of the consideration for this Deed, the Grantee covenants and agrees for itself, its successors and assigns, that (1) the program for or in connection with which this Deed is made will be conducted in compliance with, and the Grantee, its successors and assigns, will comply with, all requirements imposed by or pursuant to the regulations of the Department of the Interior as in effect on the date of this Deed (43 CFR Part 17) issued under the provisions of Title VI of the Civil Rights Act of 1964; (2) this covenant shall be subject in all respects to the

provisions of said regulations; (3) the Grantee, its successors and assigns will promptly take and continue to take such action as may be necessary to effectuate this covenant; (4) the United States shall have the right to seek judicial enforcement of this covenant; and (5) the Grantee, its successors and assigns, will (a) obtain from each other person (any legal entity) who, through contractual or other arrangements with the Grantee, its successors or assigns, is authorized to provide services or benefits under said program, a written agreement pursuant to which such other persons shall, with respect to the services or benefits which he is authorized to provide, undertake for himself the same obligations as those imposed upon the Grantee, its successors and assigns, by this covenant, and (b) furnish a copy of such agreement to the Secretary of the Interior, or his successor; and that this covenant shall run with the land hereby conveyed, and shall in any event, without regard to technical classification or designation, legal or otherwise, be binding to the fullest extent permitted by law and equity for the benefit of, and in favor of the Grantor and enforceable by the Grantor against the Grantee, its successors and assigns.

7. The Grantee agrees to comply with the requirements of Public Law 90-480 (82 Stat. 718), the Architectural Barriers Act of 1968, as amended by Public Law 91-205 of 1970 (84 Stat. 49), to assure that development of

facilities on conveyed surplus property for public park and recreation purposes as they are described herein are accessible to the physically handicapped; and, further assure in accordance with Public Law 93-112, The Rehabilitation Act of 1973 (87 Stat. 394), that no otherwise qualified handicapped individual shall solely by reasons of his handicap be excluded from the participation in, be denied benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

8. In the event there is a breach of any of the conditions and covenants herein contained by the Grantee, its successors and assigns, whether caused by the legal or other inability of the Grantee, its successors and assigns, to perform said conditions and covenants, or otherwise, all right, title and interest in and to the said premises shall revert to and become the property of the Grantor at its option, which in addition to all other remedies for such breach shall have the right of entry upon said premises, and the Grantee, its successors and assigns, shall forfeit all right, title and interest in said premises and in any and all of the tenements, hereditaments and appurtenances thereunto belonging; provided, however, that the failure of the Secretary of the Interior to require in any one or more instances complete performance of any of the conditions or covenants shall not be construed as a waiver or relinquishment of such future performance, but the obligation of the

Grantee, its successors and assigns, with respect to such future performance shall continue in full force and effect.

It is agreed that the Grantor's reserved rights of reverter and entry shall be exercised separately (a) for those breaches pertaining to that portion of the premises described above as being conveyed for public park and recreation purposes, and (b) for those breaches pertaining to that portion of the premises described above as being conveyed for access and utility purposes. These remedies are to be exercised separately for breaches occurring within the respective portions of the premises so that a reversion of title to the Grantor of one such portion will not impair the title of the Grantee, its successors and assigns, to the other portion. It is further agreed that prior to the exercise of its option to revert title to any portion of the premises, the Grantor shall give written notice to the Grantee, or its successors or assigns, of the nature of the breach of covenant and the portion to which the breach applies, and allow the Grantee, its successors or assigns ninety (90) days after the receipt of such notice to cure the breach, all to the reasonable satisfaction of the Grantor. The parties agree for themselves, their successors and assigns, to consult with each other in good faith to cure any such breaches.

The Grantee herein further covenants as follows with regard to the fifteen (15) cannon bollards now in place around Dry Dock No. 2 and the three (3) cannon bollards now

in place between Piers 8 and 10, all as shown on the above-mentioned plan:

- (a) To display the cannon bollards with dignity;
- (b) To maintain the cannon bollards in good physical condition;
- (c) To report to the Curator of the Department of the Navy annually by September 4 of each year, on the condition and location of the cannon bollards;
- (d) To request disposition instructions from the Curator of the Navy and to obtain the advance written approval of the Superintendent, Boston National Historic Park, before altering or removing the cannon bollards;
- (e) The National Park Service is hereby authorized to inspect and remove the cannon bollards for the purposes of either (a) determining their condition and ensuring their future preservation, or (b) relocating any or all of them for public exhibit within other areas of the Boston Naval Shipyard; and
- (f) The National Park Service is hereby granted a right of first refusal regarding the use of the three (3) cannon bollards located between Piers 8 and 10 in the event that the Grantee or its successors in title should decide to destroy, sell or remove them.

Excepted from this conveyance and reserved to the Grantor are all oil, gas and other minerals in, under and upon the parcel conveyed herein, together with the right to enter upon the land for the purpose of mining and removing same. If at any time the United States of America shall determine that the premises herein conveyed, or any part thereof, are needed for national defense, all right, title and interest in and to said premises, or part thereof

determined to be necessary to such national defense, shall revert to and become the property of the United States of America.

Subject to the Grantor's rights of enforcement of the Grantee's covenants contained herein, the Grantor and Grantee herein agree that they, and their respective successors and assigns, may jointly alter or amend this instrument and the Grantee, its successors and assigns, with the prior written assent of the Grantor, may create such easements, licenses and permits to accomplish the purposes of allowing access and egress to and from Parcel No. 2 as shown on the above-referenced plan and to bring various utility services to the said Parcel No. 2. not inconsistent with the public park and recreation purposes for which the Public Park Parcel is being conveyed herein.

The parties hereto agree that the purpose of this instrument is to reform, amend and confirm a prior Deed from the Grantor herein to the Grantee herein dated May 6, 1977, recorded with the Suffolk County Registry of Deeds in Book 8955, Page 262 ("Deed 1"), conveying the former location of the "Public Park Parcel" shown as Parcel No. 3, containing 16.317 Acres, more or less, on a plan entitled "Boston Redevelopment Authority: City of Boston - Suffolk County - Massachusetts - Boston, Naval Shipyard - Charlestown - Land Parcel Plan, Alternate 1" by Parsons, Brinckerhoff, Quade & Douglas, Inc., dated November 5, 1976, recorded with the

Suffolk County Registry of Deeds in Book 8955, Page 262 (the "BRA Alternate 1 Plan"), in order to reform and amend certain materials inadvertently included or omitted from said Deed 1, but which matters were never contemplated by the parties to Deed 1 to be effective and implemented, all as follows:

- (1) A portion of the Northeasterly bound of Parcel No. 3 in Deed 1 unintentionally included all of the fee in a certain portion of Eighth Street and all of the "Elevator House" portion of Building 42 in Parcel No. 2 on the BRA Alternate 1 Plan. This description error is corrected by the description of the Public Park Parcel contained in this Deed and is corrected on the new plan of the Public Park Parcel recorded herewith.
- (2) The covenants and agreements of the Grantee included in Deed 1 are hereby determined to be mutually released and terminated and amended by replacement in full by the covenants and agreements of the Grantee contained in this Deed.

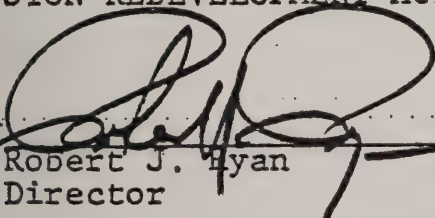
For the purposes so reforming, amending and confirming Deed 1 as altered or amended herein, the parties hereto agree that the Grantee herein, for itself, its successors and assigns, does hereby release all interest it may have in the former Public Park Parcel shown as Parcel No. 1 on the BRA

Alternate 1 Plan as conveyed to it by Deed 1. The parties hereby further agree that said Deed 1 is hereby reformed and amended in its entirety to include only the area of conveyance and only the agreements, covenants and other matters contained in this instrument. It is the further agreement of the parties hereto that the said Deed 1 is hereby confirmed as reformed and modified by virtue of the execution of this instrument and without the requirement of further evidence of same.

EXECUTED as a sealed instrument by the Grantor and Grantee hereto this 15th day of May, 1979.

BOSTON REDEVELOPMENT AUTHORITY

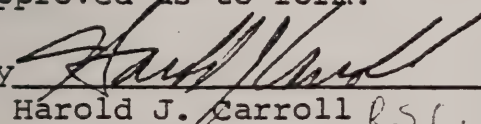
UNITED STATES OF AMERICA

By   
Robert J. Ryan  
Director

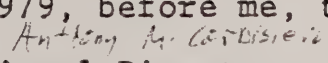
By 

DEPUTY Regional Director  
Northeast Region  
Heritage Conservation  
and Recreation Service  
Federal Building  
Room 9310  
600 Arch Street  
Philadelphia, PA 19106

Approved as to form:

By   
Harold J. Carroll R.S.C.  
Chief General Counsel

STATE OF PENNSYLVANIA )  
COUNTY OF PHILADELPHIA) ss

On this 15th day of May, 1979, before me, the subscriber, personally appeared  DEPUTY, to me known and known to me to be the Regional Director, Northeast Region, Heritage Conservation and Recreation Service, of the United States Department of the Interior, a Governmental agency of the United States of America, with offices at the Federal Building, Room 9310, 600 Arch Street, Philadelphia, Pennsylvania, and known to me to be the same person described in and who executed the foregoing instrument as such Regional Director aforesaid, as the

act and deed of the United States of America, for and on behalf of the Secretary of the Interior, duly designated, empowered and authorized so to do by said Secretary, and he acknowledged that he executed the foregoing instrument for and on behalf of the United States of America, for the purposes and uses therein described.

Sharon B. Rafferty  
(Name)

Notary Public  
SHARON B. RAFFERTY, NOTARY PUBLIC  
PHILADELPHIA, PHILADELPHIA COUNTY  
MY COMMISSION EXPIRES JAN. 24, 1983  
Member, Pennsylvania Association of Notaries

My Commission Expires:

COMMONWEALTH OF MASSACHUSETTS

Suffolk, ss

May 15, 1979

Then personally appeared the above-named Robert J. Ryan, Director, and acknowledged the foregoing instrument to be the free act and deed of Boston Redevelopment Authority, before me

Aruti M. Janjigian  
(Name)  
Notary Public

My Commission Expires:

August 8, 1980

DEED

GENERAL SERVICES ADMINISTRATION  
TO  
BOSTON REDEVELOPMENT AUTHORITY  
OF HISTORIC MONUMENT PARCEL

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THE UNITED STATES OF AMERICA, ("Grantor"), acting by and through the ADMINISTRATOR of GENERAL SERVICES, under and pursuant to the powers and authority contained in the provisions of the Federal Property and Administrative Services Act of 1949 (63 Stat. 377) as amended, and particularly by Public Law 362, 92nd Congress, and the regulations and orders promulgated thereunder, for and in consideration of the continuous use and maintenance of the premises hereinafter described by the BOSTON REDEVELOPMENT AUTHORITY, ("Grantee"), as and for an historic monument, does hereby grant unto the said BOSTON REDEVELOPMENT AUTHORITY, One City Hall Plaza, Boston, MA 02201, its successors and assigns, all its right, title, and interest in and to the following described property situated in the Charlestown Section of Boston, Suffolk County, Massachusetts, and being referred to from time to time hereafter as the "Historic Monument Parcel".

DESCRIPTION

A certain parcel of land with all improvements thereon situated on the Southeasterly side of Chelsea Street, Charlestown Section of Boston, Suffolk County,

Massachusetts and being shown as Parcel No. 1 on a plan entitled "Boston Redevelopment Authority, City of Boston - Suffolk County - Massachusetts, Boston Naval Shipyard - Charlestown, Land Parcel Plan Alternate 1 Revised" by Parsons, Brinckerhoff, Quade & Douglas, Inc., dated May 31, 1978, recorded in the Suffolk County Registry of Deeds in Book       , Page       , said parcel being more fully bounded and described as follows:

Commencing at a point 27.52 feet Southeasterly of United States Coast & Geodetic Survey Disk 11N, as shown on said plan measured in the direction of United States Coast & Geodetic Survey Disk 11A, as shown on said plan; thence

S 49°22'02"W - 461.40 feet to a point at the intersection of First Avenue and Sixteenth Street, between Parcels No. 1 and 2 as shown on said plan, being the point of beginning of the parcel to be described herein; thence still

S 49°22'02"W - 1,387.94 feet, by Parcel No. 2, as shown on said plan; thence

S 40°37'53"E - 172.16 feet; by said Parcel No. 2, as shown on said parcel; thence

S 49°22'12"W - 432.40 feet, by Parcel No. 3, as shown on said plan; thence

N 40°41'18"W - 389.15 feet, in part by Parcel No. 3 and in part by a parcel labeled "U.S.S. Constitution National Park", both as shown on said plan; thence

S 49°18'42"W - 116.36 feet by a "CURB" as shown on said plan; thence

N 40°45'38"W - 100.00 feet to a point; thence

N 73°31'33"W - 57.94 feet to a point; thence

N 52°04'35"W - 58.87 feet, more or less, to Chelsea Street,  
the last four (4) courses being by "U.S.S.  
Constitution National Park", as shown on said  
plan; thence

N 37°42'37"E - 1,130.66 feet more or less, to a point; thence

N 35°35'51"E - 236.34 feet to a point; thence

N 35°34'57"E - 208.17 feet to a point; thence

N 35°35'28"E - 27.35 feet to a point; thence

N 35°30'36"E - 392.32 feet to a point; thence

N 36°34'05"E - 21.41 feet to a point, the last six (6) courses  
being by Chelsea Street, as shown on said  
plan; thence

N 78°11'41"E - 71.31 feet to a point; thence

S 78°26'43"E - 329.74 feet more or less, to a point, the  
last two (2) courses being by Little Mystic  
Channel, as shown on said plan; thence

S 28°11'15"W - 269.62 feet, more or less, to a point; thence

S 40°36'44"E - 470.48 feet to the point of beginning, the  
last two (2) courses being by Parcel No. 2 as  
shown on said plan.

Said parcel containing 30.85 Acres, more or less,  
according to said plan.

For the Grantor's title, see the following:

(A) Recorded Instruments:

(1) Deed from Wm. Calder to the United States of  
America (USA) dated August 29, 1800, recorded with  
Middlesex South Registry of Deeds, Book 137, Page 210.

(2) Deed from R. Boylston to the USA, dated  
August 26, 1800, recorded with Middlesex South Registry  
of Deeds, Book 137, Page 209.

(3) Deed from A. Putnam to the USA, dated August 29,  
1800, recorded with Middlesex South Registry of Deeds,  
Book 137, Page 208.

(4) Deed from C. Henley et al to the USA, dated August 30, 1800, recorded with Middlesex South Registry of Deeds, Book 141, Page 51.

(5) Deed from J. Larkin to the USA, dated December 2, 1800, recorded with Middlesex South Registry of Deeds, Book 141, Page 52.

(6) Receipt for Jury Award (Local Civil Action) from J. Harris to the USA, dated November 29, 1800, recorded with Middlesex South Registry of Deeds, Book 141, Page 48.

(7) Receipt for Jury Award (Local Civil Action) from J. Harris to the USA, dated February 6, 1801, recorded with Middlesex South Registry of Deeds, Book 141, Page 49.

(8) Deed from E. Breed to the USA, dated February 21, 1801, recorded with Middlesex South Registry of Deeds, Book 141, Page 39.

(9) Receipt for Jury Award (Local Civil Action) from E. Breed to the USA, dated February 21, 1801, recorded with Middlesex South Registry of Deeds, Book 141, Page 38.

(10) Deed from A. Putnam to the USA, dated April 2, 1801, recorded with Middlesex South Registry of Deeds, Book 141, Page 168 1/2.

(11) Deed from R. Harris et al to the USA, dated July 6, 1840, recorded with Middlesex South Registry of Deeds, Book 396, Page 1.

(12) Deed from M. Shaw et al to the USA, dated August 2, 1825, recorded with Middlesex South Registry of Deeds, Book 262, Page 94.

(13) Deed from The Salem Turnpike and Chelsea Bridge Corporation to the USA, dated August 1, 1825, recorded with Middlesex South Registry of Deeds, Book 262, Page 95.

(B) Statutory Authority:

(1) c.26 of the Massachusetts Acts & Resolves of 1800.

(2) c.8 of the Massachusetts Acts & Resolves of 1825.

The above premises are hereby conveyed subject to any and all recorded outstanding reservations, easements and rights of way for public roads, railroads, pipelines, drainage ditches, sewer mains and lines and public utilities affecting the premises herein conveyed, insofar as the same may now be in force and applicable.

The property transferred hereby was duly determined to be surplus and was assigned to the Administrator of General Services for disposal pursuant to the Federal Property and Administrative Services Act of 1949 (63 Stat. 377) as amended, and applicable rules, orders and regulations.

TO HAVE AND TO HOLD the above remised, released and quitclaimed premises with all the privileges and appurtenances thereto belonging unto the said Grantee, its successors and assigns to its own use and behoof forever, subject, however, to the covenants set forth below.

In the event there is a breach of any of the conditions and covenants herein contained by the Grantee, its successors and assigns, whether caused by the legal inability of the Grantee, its successors and assigns, to perform said conditions and covenants, or otherwise, all right, title and interest in and to the said premises, except for the perpetual easements reserved herein as set forth below, shall revert to and become the property of the United States of America at its option, and it

shall have the immediate right of entry upon said premises and the Grantee, its successors and assigns, shall forfeit all right, title and interest in said premises and in any and all of the tenements, hereditaments, and appurtenances thereunto belonging; PROVIDED, HOWEVER, that the failure of the Secretary of the Interior, or his successor in function, to require in any one or more instances complete performance of any of the conditions or covenants herein contained shall not be construed as a waiver or relinquishment of such future performance, but the obligation of the Grantee, its successors and assigns, with respect to such future performance shall continue in full force and effect.

Notwithstanding any other provisions of this instrument, there are hereby reserved as appurtenant to Parcel No. 2 and as appurtenant or in gross, as the case may be, as to Parcel No. 3 on the above-mentioned Plan (hereafter referred to as the "Benefited Parcels") or any part thereof, as they may be subdivided and re-subdivided from time to time hereafter, or in gross as the case may be, the following perpetual easements over, along and under the Historic Monument Parcel shown on the above-described plan and conveyed herein:

- (1) An easement for travel by foot or vehicle along First Avenue, Second Avenue, Third Avenue, Fifth Avenue, Sixth Street, Eighth Street, Ninth Street, Thirteenth Street and Sixteenth Street, and all of

the present roadway between Gate 5 and the intersection of said Fifth Avenue and Thirteenth Street (being the area between Building 266 and Buildings 79, 96 and 207), being streets and ways in said Historic Monument Parcel, all as shown on said above-mentioned plan, as they may now or hereafter exist or be re-located, throughout their respective courses, for all purposes for which streets and ways may be used in the City of Boston from time to time; provided that ingress to and egress from the Benefited Parcels shall not interfere with the use of the property conveyed herein for historic monument purposes; and further provided that (a) any said street or way may be eliminated by the Grantor or its successor so long as it does not substantially interfere with the beneficial use of this easement, and (b) any said street or way may be eliminated by the Grantor or its successor, upon reversion of the title granted hereunder, so long as such elimination does not substantially interfere with the beneficial use of this easement.

- (2) Easements (a) to use and connect from all parts of the Benefited Parcels into all present and future utility systems and appurtenances located within the Historic Monument Parcel, including but not limited to, water, sewer, electric, gas, oil, steam conduits, terminals, power stations, storage tanks

and other distribution systems and power sources,  
(b) to install any new utility service, including  
the aforesaid streets and ways as the same may now  
or hereafter exist or be relocated, and to connect  
into same from all parts of the Benefited Parcels  
and (c) to enter upon said Historic Monument Parcels  
to connect into any of the utility service systems  
described above and to install, maintain, relocate,  
enlarge, repair and replace any or all of the above-  
described utility systems.

- (3) An easement for access and egress to and from Chelsea Street as it may now or hereafter exist or be named or relocated, through that area of the Historic Monument Parcel shown as "Gate 5" on the first above-described plan, being thirty-three (33) feet wide, more or less, in the Northwesterly line of said Parcel along Chelsea Street Northeasterly of Building 79, all as the said "Gate 5" may be widened or relocated from time to time.

Provided that (a) all work performed in or affecting the Historic Monument Parcel in any way pursuant to and under any of the aforesaid easements shall be subject to prior review and approval by the Boston Redevelopment Authority and the Secretary of the Interior, or his designee, (b) all such work shall be in compliance with and governed by a certain "Program of Preservation and Utilization" concerning the property conveyed herein, on file in the office of the Associate Director, Preservation of Historic

Properties, National Park Service, Washington, D.C., and any amendments or changes thereto as may be duly effected, and (c) all property affected by such work shall be restored to substantially identical condition following such work.

The easements reserved herein as appurtenant or in gross, as the case may be, as to the said Benefited Parcels, or in gross as the case may be, shall not be extinguished by any defeasance of the Grantee's title to the Historic Monument Parcel or to any part or all of the Benefited Parcels and shall be enforceable by the owner or owners of all or any part of said Benefited Parcels without exception, limitation, defeasance or merger because of (a) the reversion of title of said Historic Monument Parcel to the Grantor of this instrument for any reason whatsoever or (b) the acquisition of the Benefited Parcels or any part thereof by the Grantee of this instrument or any other person or entity acquiring same from the Grantor herein and subsequent sale or loss of title to all or any part of said Benefited Parcels without further reference to these easements.

The Grantee does by the acceptance of this deed covenant and agree for itself, its successors and assigns, as follows:

1. The premises above described shall be forever used and maintained as and for an historic monument, and for those purposes only, in accordance with the application and approved program of utilization

which is incorporated herein by reference. Said program of utilization may be amended from time to time at the request of either the Grantee or the United States of America, with the written concurrence of the other party, and such amendment shall be added to and become a part of the aforesaid approved program of utilization. However, notwithstanding any provision of the approved program of utilization (as currently written or amended), the property shall not be used for park or recreational purposes, whether or not such use may be compatible with the use and maintenance of the property as and for an historical monument. Prohibited park or recreational purposes include, but are not limited to, swimming or bathing or the providing of swimming or bathing facilities; boating or the providing of facilities for boating; fishing or hunting or the providing of facilities for fishing or hunting; athletic or sporting events of any type whatsoever or the providing of facilities for athletic events; games, rides or playground activities or the providing of facilities for games, rides, or playground equipment; camping or the providing of camping facilities; nature studies or the providing of facilities for nature studies, and the providing of picnic tables,

fireplaces or fire pits or other facilities for picknicking or eating outdoors except for picnic tables only in the immediate vicinity of any place selling food pursuant to concession agreements concurred in by the Secretary of the Interior, if permitted by such agreements.

2. The Grantee, its successors and assigns, shall file biennial reports with the Regional Director, U.S. Department of the Interior, Bureau of Outdoor Recreation, or his successor in function, setting forth the use of the property during the preceding two-year (2-Year) period, and other pertinent data establishing its use of the premises for the purposes set forth above.
3. The Grantor shall have the right during the existence of any National Emergency declared by the President of the United States of America, or the Congress thereof, to the full, unrestricted possession, control and use of the premises, or any part thereof, without charge; EXCEPT THAT the Grantor shall be responsible during the period of such use, if occurring within a period of twenty (20) years from the date of this conveyance, for the entire cost of maintaining the premises, or any portion thereof, so used, and shall pay a fair rental for the use of any installations or structures which have been added thereto without

Federal aid; PROVIDED, HOWEVER, that if such use is required after the expiration of a period of twenty (20) years from the date of this conveyance, the Grantor shall pay a fair rental for the entire portion of the premises so used.

4. In the event of a breach of any condition or covenant herein imposed, the party of the second part will, upon demand of the Secretary of the Interior, or his successor in function, take such action, including the prosecution of suit, or execute such instruments, as may be necessary or required to evidence transfer of title to the herein-conveyed premises to the United States of America.
5. By the acceptance of this deed the Grantee, its successors and assigns covenants and agrees that it shall submit preservation, use and financial plans for the Chain and Forge Shop (Building 105 on the above-mentioned Plan), and the Ropewalk Complex (Buildings 58 and 60 on the above-mentioned Plan), to the Secretary of the Interior for approval by the Secretary of the Interior. The Grantee, its successors and assigns, shall also submit Developer's Kits, so called, for Buildings 62 and P as shown on said above-mentioned Plan within a reasonable time subsequent to this conveyance for approval by the Secretary of the Interior.

6. Grantee, its successors and assigns, covenant and agree that no new openings shall be created in the facades of buildings located on granted parcel without prior and express written approval of Boston Redevelopment Authority and the Secretary of the Interior. New openings which are specified in the drawings contained in approved Developer's Kits shall be the only exception to this covenant.
7. Grantee, its successors and assigns, covenant and agree that Grantee, its successors and assigns, shall certify to the Secretary of the Interior that the final working drawings of each Redeveloper are consistent with the approved design standards contained in the Boston Redevelopment Authority's application to acquire the subject property for historic monument purposes and the Developer's Kits prior to the execution of any lease with a Redeveloper.
8. Grantee, its successors and assigns, covenant and agree that any buildings located on the granted parcel which are demolished shall be recorded for the Historic American Buildings Survey or Historic American Engineering Record as required by Section 2(c), Executive Order 11593, dated May 13, 1971.

This deed is executed and delivered to the said BOSTON REDEVELOPMENT AUTHORITY, its successors and assigns, without any warranties of title whatsoever, express or implied.

IN WITNESS WHEREOF, the United States of America,  
acting by and through the Administrator of General Services,  
has caused these presents to be executed in its name and  
behalf by the Acting Regional Administrator, General Services  
Administration, Boston, Massachusetts, and the BOSTON  
REDEVELOPMENT AUTHORITY, to evidence its accord with,  
acceptance of and agreement to be bound by the reservations,  
conditions and covenants herein contained, have caused  
these presents to be executed as a sealed instrument in  
the name and behalf of each, respectively, on this 7th  
day of July, 1978.

UNITED STATES OF AMERICA  
Acting By and Through the  
ADMINISTRATOR OF GENERAL  
SERVICES

By Alan E. Gorham  
(Name) ALAN E. GORHAM  
Acting Regional Administrator  
General Services Administration  
Boston, Massachusetts

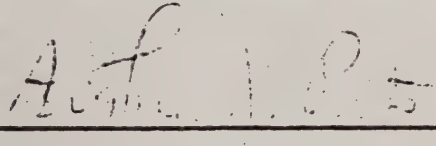
WITNESSES:

Ruth A. Jurewicz

Helene L. Badaracine

COMMONWEALTH OF MASSACHUSETTS )  
COUNTY OF SUFFOLK ) ss.

In Boston, in said County and State, on this 7th day of July, 1978, before me personally appeared ALAN E. GORHAM , Acting Regional Administrator, General Services Administration, Boston, Massachusetts, duly empowered and authorized and delegated by the Administrator of General Services, to me known and known by me to be the party executing the foregoing instrument and acknowledged said instrument by him duly executed to be the free act and deed of the UNITED STATES OF AMERICA, as his free act and deed individually, and in his capacity as Acting Regional Administrator, General Services Administration, Boston, Massachusetts.

  
\_\_\_\_\_  
Notary Public

ARTHUR J. PITTS

My Commission Expires May 21, 1982

ACCEPTANCE

The BOSTON REDEVELOPMENT AUTHORITY does hereby accept this deed and does agree to all the terms and conditions thereof.

~~BOSTON REDEVELOPMENT AUTHORITY~~

By: Robert F. Walsh

Robert F. Walsh

Title: Director

I, Edward J. Lonergan, acting as attorney for the Boston Redevelopment Authority herein referred to as Grantee do hereby certify that I have examined the foregoing Deed and the proceedings taken by the Grantee relating thereto and find that the acceptance thereof by the Grantee has been duly authorized by the statutes and ordinances of the City of Boston and the laws of the Commonwealth of Massachusetts and further, that, in my opinion, the Deed constitutes a legal and binding compliance obligation of the Grantee in accordance with the terms thereof.

Dated at Boston this 10th day of July, 1978.

Edward J. Lonergan

Edward J. Lonergan

Title: Assistant General Counsel

DEED

BOSTON REDEVELOPMENT AUTHORITY  
TO  
BUILDING 42 ASSOCIATES  
PARCEL 2A1

---

BOSTON REDEVELOPMENT AUTHORITY, a public body politic and corporate, duly organized and existing under Chapter 121B of the General Laws of the Commonwealth of Massachusetts ("Grantor") having its usual place of business in Boston, Suffolk County, Massachusetts, for ONE HUNDRED THOUSAND AND NO/100 DOLLARS, (\$100,000.00), hereby grants to BUILDING 42 ASSOCIATES, a Massachusetts limited partnership duly organized under the provisions of Chapter 109 of the Massachusetts General Laws, ("Grantee") c/o Richard Bonz at Minot, de Blois & Maddison, Inc., 294 Washington Street, Boston, Massachusetts 02108, with QUITCLAIM COVENANTS, the following described parcels located in the Charlestown section of Boston, Suffolk County, Massachusetts:

DESCRIPTION

Parcel 2A1

A certain parcel of land with the buildings thereon in the Commonwealth of Massachusetts, County of Suffolk, City of Boston, Charlestown District, situated on the Northerly

side of Eighth Street and is shown on a plan entitled "Parcel 2A1, Subdivision Plan of Land in Charlestown, Mass., (Former Boston Naval Shipyard Charlestown)", dated May 8, 1979 by Boston Survey Consultants (the "Parcel 2A1 Plan"), more particularly bounded and described as follows:

Beginning at a point which is the Westerly corner of said parcel at the intersection of the Southeasterly line of First Avenue and the Northeasterly line of Eighth Street, both as shown on the Parcel 2A1 Plan, which point is S  $49^{\circ} 22' 02''$  W 1,849.34 feet and Southeasterly 27.52 feet from United States Coast and Geodetic Survey Disk 11N (as said Disk is shown on the plan hereinafter defined as the "BRA Alternate 1 Revised Plan"), thence running

- N  $49^{\circ} 22' 02''$  E - 331.86 feet by the Southeasterly line of First Avenue to a point, as shown on the Parcel 2A1 Plan; thence
- S  $40^{\circ} 39' 50''$  E - 181.62 feet by the Southwesterly line of Ninth Street to a point, as shown on the Parcel 2A1 Plan; thence
- S  $49^{\circ} 33' 18''$  W - 9.00 feet by the Northwesterly line of Ninth Street to a point, as shown on the Parcel 2A1 Plan; thence

S 40° 39' 50" E - 525.92 feet, in part by the Southwesterly line of Ninth Street and in part by a line through a portion of Building 42 to a point, all as shown on the Parcel 2A1 Plan; thence

S 49° 18' 50" W - 323.26 feet by Parcel 2A2, as shown on the Parcel 2A1 Plan, to a point; thence

N 40° 37' 53" W - 707.81 feet, by the Northeasterly line of Eighth Street, as it is shown within Parcels 2A and 3, all as shown on the Parcel 2A1 Plan, to the point of beginning.

Said parcel containing 5.286 Acres, more or less, according to the Parcel 2A1 Plan.

Excluded from this conveyance is the fee in and to any and all streets and ways shown on the Parcel 2A1 Plan outside the perimeter of the above-described parcel.

The above-mentioned Parcel 2A1 Plan is recorded with the Suffolk County Registry of Deeds herewith.

#### Title References

For title of the BOSTON REDEVELOPMENT AUTHORITY, see the following:

- (1) Deed from UNITED STATES OF AMERICA to BOSTON REDEVELOPMENT AUTHORITY, dated , 1979, recorded with Suffolk County Registry of Deeds herewith.
- (2) Confirmatory Taking by BOSTON REDEVELOPMENT AUTHORITY, dated May 17, 1979, recorded with Suffolk County Registry of Deeds herewith.
- (3) C. 556 of Massachusetts Acts and Resolves of 1978, a copy of which is annexed hereto as Exhibit A.
- (4) Deed from MASSACHUSETTS PORT AUTHORITY to BOSTON REDEVELOPMENT AUTHORITY, dated 1979, recorded with Suffolk County Registry of Deeds herewith.
- (5) See also an Agreement to Exchange Real Property by and between UNITED STATES OF AMERICA and BOSTON REDEVELOPMENT AUTHORITY, dated April - , 1979, recorded with Suffolk County Registry of Deeds herewith.
- (6) See also the following additional Deeds to BOSTON REDEVELOPMENT AUTHORITY:
  - (A) Deed from UNITED STATES OF AMERICA of the Historic Monument Parcel (Parcel 1 on the "BRA Alternate 1 Revised Plan" hereinafter described), dated July 7, 1978, recorded with Suffolk County Registry of Deeds herewith.
  - (B) Deed from Bureau of Outdoor Recreation of the Public Park Parcel (also known as Recreation Parcel or Shipyard Park), dated May 6, 1977, recorded with Suffolk County Registry of Deeds in Book 8955, Page 262, as reformed by Deed from HERITAGE CONSERVATION AND RECREATION SERVICE, dated May 15, 1979, recorded with Suffolk County Registry of Deeds herewith (covering Parcel 3 on the "BRA Alternate 1 Revised Plan" hereinafter described).

#### Easements Granted

The above-described premises, are hereby conveyed together with the benefit of the following easements, to be used (a) in common with all others entitled thereto and (b) in common with the BOSTON REDEVELOPMENT AUTHORITY, its successors

and assigns, as owner of Parcels 1 ("Historic Monument Parcel") and 3 ("Public Park Parcel", or "Shipyard Park" or "Recreation Parcel") and the remainder of Parcel 2 ("Project Parcel" or "Buy Parcel"), as these parcels may be subdivided and re- subdivided from time to time, said Parcels 1, 2 and 3 being shown on a plan entitled "BOSTON REDEVELOPMENT AUTHORITY, City of Boston - Suffolk County - Massachusetts, Boston Naval Shipyard - Charlestown, Land Parcel Plan Alternate 1 Revised", by Parsons, Brinckerhoff, Quade & Douglas, Inc., dated May 31, 1978, recorded with Suffolk County Registry of Deeds herewith (sometimes herein referred to as the "BRA Alternate 1 Revised Plan"):

(1) An Easement for travel by foot or vehicle (a) throughout Eighth Street and Ninth Street, both as shown on the above-mentioned plan of Parcel 2A1 (sometimes referred to herein as the ("Parcel 2A1 Plan")), (b) throughout First Avenue, Second Avenue, Fifth Avenue, Sixth Street, Eighth Street, Ninth Street, Thirteenth Street, Sixteenth Street, and the Gate 5 roadway area and entrance, all as they may be shown on said Parcel 2A1 Plan and as they may be shown within Parcels 1, 2 and 3 on said BRA Alternate 1 Revised Plan and as they may be extended, enlarged or relocated throughout said Parcels 1, 2 and 3, and (c) throughout all such additional streets and ways as may be established by the BOSTON REDEVELOPMENT AUTHORITY its successors and assigns, said easement of travel to be for all purposes for which

streets and ways may be used from time to time in the City of Boston, all within said Parcels 1, 2 and 3 or within such areas of the U.S.S. Constitution National Park as shown on the said BRA Alternate 1 Revised Plan, or on future plans of record, as may be conveyed to or dedicated to the use and control of the BOSTON REDEVELOPMENT AUTHORITY, its successors and assigns.

The BOSTON REDEVELOPMENT AUTHORITY also hereby assigns to the Grantee herein, its successors, assigns, and other permitted persons, the rights of the BOSTON REDEVELOPMENT AUTHORITY, as to said Parcel 2A1 conveyed herein, in and to all temporary easement rights to travel throughout those portions of First Avenue, Second Avenue, Third Street and Fourth Street within the said U.S.S. Constitution National Park, and in and to the other rights to future easements for travel and utility access through certain portions of Second Avenue, Third Avenue, Fifth Street and the Gate 4 area and entrance, all within said U.S.S. Constitution National Park, all as said temporary easements and other rights were established in a certain Agreement to Exchange Real Property by and between UNITED STATES OF AMERICA and BOSTON REDEVELOPMENT AUTHORITY, dated April - , 1979, recorded with Suffolk County Registry of Deeds herewith and shown on the plan attached thereto.

(2) Easements (a) to use and connect into present and future utility and power systems, lines, drains and appurtenances, as they may be established or relocated from

time to time by the BOSTON REDEVELOPMENT AUTHORITY, its successors and assigns, within streets and other areas within said Parcels 1, 2 and 3 as shown on said BRA Alternate 1 Revised Plan, or any future plans of record, designating the locations of such systems.

All of the above-described premises are also conveyed together with an easement appurtenant to travel throughout and use the length of Ninth Street, as shown on said Parcel 2A1 Plan, and such additional portions of the remainder of Parcel 2 as shown on said BRA Alternate 1 Revised Plan, for the purpose of demolishing those portions of Building 42 now within Ninth Street and within said Parcel 2.

Easements Reserved

(1) Parcel 2A1 is conveyed subject to a 12.50 foot wide non-exclusive easement for general public pedestrian use, in common with the Grantee, its successors and assigns (collectively referred to as the "Grantee") in the area labeled "Limited Access Roadway, Visual & Pedestrian Easement" on the above-described Phase One Plan, said easement area to be at grade level only and to have a height clearance of at least nine (9) feet throughout its length, exclusive of lighting, safety and other fixtures. In connection with this easement, the Grantee, its successors and assigns, is hereby authorized to close said easement area described in this paragraph for such periods as the Grantee may reasonably deem necessary or appropriate for the purposes of (a) security after 9:00 p.m. each day, and on such other

occasions when the Grantee has determined that there is a possibility of vandalism, public nuisance, public disturbance or similar security problems, (b) protection of the public in times of inclement weather, (c) requirements of the Grantee with respect to deliveries, materials, handling, repairs or any act necessary to comply with applicable law.

Option Reserved

The above-described premises are conveyed subject to an option reserved in the Grantor, for itself, its successors and assigns, to repurchase said premises for \$1.00 at any time during the ten-year period following ninety-nine (99) years from the date hereof, all upon written notice to the Grantee, or its successors or assigns.

Covenants

(1) All of the above-described premises are conveyed subject to the terms, conditions, covenants and agreements contained in the Charlestown Urban Renewal Plan Project No. Mass. R-55, adopted by BOSTON REDEVELOPMENT AUTHORITY on March 25, 1965, recorded with Suffolk County Registry of Deeds in Book 8136, Page 704, and amended to include Boston Naval Shipyard by instrument adopted by BOSTON REDEVELOPMENT AUTHORITY on July 19, 1976, approved by Boston City Council on December 6, 1976, approved by the Commonwealth of Massachusetts filed with the Secretary of the BOSTON REDEVELOPMENT AUTHORITY at its offices at the Ninth Floor,

City Hall, Boston, Massachusetts.

(2) All of the above-described premises are conveyed subject to and together with the benefit of a certain Agreement between BOSTON REDEVELOPMENT AUTHORITY, ("Authority"), and Immobiliare New England, a Massachusetts joint venture, comprised of Immobiliare Boston, Inc., a Massachusetts corporation, and Canopus Ltd., a Delaware corporation ("Developer"), dated December 8, 1978, filed with the Secretary of the BOSTON REDEVELOPMENT AUTHORITY at its offices at the Ninth Floor, City Hall, Boston, Massachusetts.

(3) The Grantee covenants for itself, its heirs, successors, and assigns and every successor in interest to the property hereby conveyed, or any part thereof, that the said Grantee and such heirs, successors, and assigns shall not discriminate upon the basis of race, color, religion, or national origin in the use, occupancy, sale, or lease of the property, or in their employment practices conducted thereon. This covenant shall not apply, however, to the lease or rental of a room or rooms within a family dwelling unit; nor shall it apply with respect to religion to premises used primarily for religious purposes. The UNITED STATES OF AMERICA shall be deemed a beneficiary of this covenant without regard to whether it remains the owner of any land or interest therein in the locality of the property hereby conveyed and shall have the sole right to enforce this covenant in any court of competent jurisdiction.

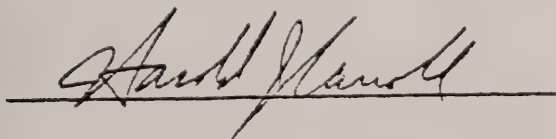
(4) All changes or deviations in the approved plans entitled "Plans and Specifications for Building 42", by Anderson, Notter, Finegold, Inc. dated May 2, 1979, covering the above-described premises, submitted to and approved by the BOSTON REDEVELOPMENT AUTHORITY on May 17, 1979, are subject to review and approval by the BOSTON REDEVELOPMENT AUTHORITY for the life of the Charlestown Urban Renewal Plan.


(5) The Grantor hereby warrants and covenants for itself, its successors and assigns, that the above-described premises are being conveyed hereby specifically free and clear of any claim or lien by the City of Boston for any municipal charges, betterments or assessments allocable to the premises or to any larger area of which these premises are a part; and the Grantor hereby agrees to indemnify and hold harmless and to defend the Grantee, its successors and assigns, from any such claims together with all costs and fees incurred in connection therewith.

EXECUTED as a sealed instrument this 24TH day of MAY, 1979.

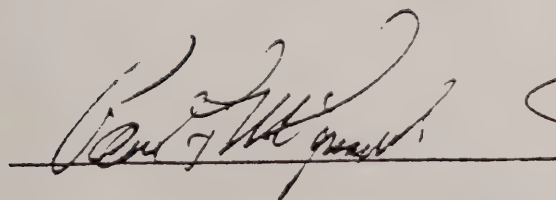
Signed, sealed and delivered in the presence of:


BOSTON REDEVELOPMENT AUTHORITY



By   
Robert J. Ryan  
Director

BUILDING 42 ASSOCIATES  
By its General Partner  
CANOPUS LTD.



By   
(Name) Arturo L. Ressi di Cervia  
(Title) President

COMMONWEALTH OF MASSACHUSETTS

SUFFOLK, SS.

, 1979

Then personally appeared the above-named Robert J. Ryan, Director, who executed the foregoing instrument on behalf of the BOSTON REDEVELOPMENT AUTHORITY and acknowledged the foregoing instrument to be the free act and deed of the BOSTON REDEVELOPMENT AUTHORITY,

Before me,

\_\_\_\_\_  
(Name)

Notary Public

My Commission Expires \_\_\_\_\_

COMMONWEALTH OF MASSACHUSETTS

SUFFOLK, SS.

*May 21*, 1979

Then personally appeared the above-named Arturo L. Ressi di Cervia, President, who executed the foregoing instrument on behalf of BUILDING 42 ASSOCIATES and acknowledged the foregoing instrument to be the free act and deed of BUILDING 42 ASSOCIATES,

Before me,

  
\_\_\_\_\_  
(Name)

Notary Public

My Commission Expires *November 21, 1980*

THE COMMONWEALTH OF MASSACHUSETTS

Advance Copy

1978

Acts and Resolves

PAUL GUZZI, Secretary of the Commonwealth

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Chap. 556. AN ACT TERMINATING THE COMMONWEALTH'S RIGHTS, TITLE AND INTEREST IN CERTAIN LANDS UPON ACQUISITION THEREOF BY THE GOVERNMENT LAND BANK OR THE BOSTON REDEVELOPMENT AUTHORITY.

Whereas, The deferred operation of this act would tend to defeat its purpose, which is to aid private enterprise or public agencies in the speedy and orderly redevelopment of lands within the United States Navy Yard, Charlestown section of Boston, in order to prevent continued and further blight, economic dislocation and unemployment and to alleviate the housing shortage, therefore, it is hereby declared to be an emergency law, necessary for the immediate preservation of the public convenience. \_\_\_\_\_

Be it enacted, etc., as follows:

Chapter 212 of the acts of 1975 is hereby amended by inserting after section 5, as most recently amended by chapter 432 of the acts of 1976, the following section:-

Section 5A. Notwithstanding any provision of general or special law to the contrary, upon the recording in the Suffolk county registry of deeds of a deed or deeds from the United States of America conveying to the bank or to the Boston Redevelopment Authority as grantee all or any portion of the premises within the United States Navy Yard, Charlestown section of Boston, Massachusetts, now owned in part by the United States of America and in part by the Boston Redevelopment Authority, bounded northwesterly by Little Mystic Channel, easterly and southeasterly by the main channel of Boston Inner Harbor, southwesterly by the Charles River and northwesterly by the lands of others: (a) it shall be deemed conclusively that jurisdiction to said premises vested in the United States of America in accordance with the terms of any special acts whereby the commonwealth ceded jurisdiction to said premises to said United States and, further, that said United States has complied with all conditions imposed by such acts; (b) all right, title and interest of the commonwealth in and to any such premises shall pass to and vest in the grantee, establishing fee simple absolute title in the grantee, all without further evidence of conveyance by the commonwealth and all

interests of the commonwealth are hereby ratified and confirmed in the respective grantees of any such deed or deeds of all or any portion of these premises so recorded prior to the enactment hereof; and (c) all licenses and authority to place fill, to maintain existing fill, to build and maintain bulkheads, to drive piles, to build, extend and widen wharves, piers and other structures on piles or on other support structures or to construct other structures heretofore or hereafter granted under the applicable provisions of chapter ninety-one of the General Laws and all actions of the United States of America taken in respect to placing and maintaining fill or building and maintaining bulkheads, piles, wharves, piers or other structures completed prior to the date of enactment hereof, whether or not so placed, built or maintained in accordance with the applicable provisions of any general or special act, deed, grant or other instrument authorizing or conveying the same and whether or not so placed, built or maintained in accordance with any plans that may have been filed or required to be filed with the commonwealth or any agency or political subdivision thereof, all with respect to said premises, shall be irrevocable and ratified and confirmed in place, the commonwealth hereby waiving any right or claim of action it might have for the recovery of said land or any interest therein below high water mark to or in such fill or appurtenant structures or to restrict the use of same.

Approved July 22, 1978

## MORTGAGE

BOSTON REDEVELOPMENT AUTHORITY, a body politic and corporate having its principal offices at City Hall, Boston, Massachusetts ("Mortgagor"), FOR CONSIDERATION PAID, HEREBY GRANTS to IMMOBILIARE NEW ENGLAND, a Massachusetts joint venture comprised of CANOPUS Ltd., a Delaware corporation and IMMOBILAIRE BOSTON, INC., a Massachusetts corporation with its principal place of business at 73 Tremont Street, Boston, Massachusetts ("Mortgagee"), with MORTGAGE COVENANTS, to secure the payment of ONE MILLION SEVEN HUNDRED FORTY THOUSAND DOLLARS (\$1,740,000) with interest thereon, as provided in the Mortgagor's note (the "Note") to secure the performance of, or payment to the Mortgagee pursuant to, all covenants and agreements herein and in the Note contained, and to secure the payment or performance of all other debts, covenants and agreements of or by the Mortgagor to or for the benefit of the Mortgagee now existing or hereafter accruing while this mortgage is still undischarged of record, the land in Boston (Charlestown), Massachusetts sometimes known as the "Project Parcel" or "Buy Parcel", all as described in Exhibit "A" annexed hereto, which is all as described in Exhibit "A" annexed hereto, which is incorporated herein by this reference, together with any and all improvements now or hereafter situated thereon.

Also, the Mortgagor hereby grants to the Mortgagee a first security interest in all equipment (as defined in the Uniform Commercial Code), appliances, furnishings and fixtures (to the extent not part of the real estate) now or hereafter placed on the above-described premises, or used in connection therewith, and now owned or hereafter acquired by the Mortgagor, and the proceeds therefrom, and agrees to execute on demand of the Mortgagee all instruments necessary to perfect or continue such security interest, and in the event of default hereunder the Mortgagor hereby grants the Mortgagee full power and authority as attorney irrevocable of the Mortgagor to execute, deliver and record and/or file such instruments.

Said land, improvements, equipment, appliances, furnishings and fixtures are hereinafter referred to as the "premises."

The Mortgagor covenants and agrees with the Mortgagee:

- (1) to perform all of the covenants and agreements contained in the Note and herein;
- (2) to pay when due all taxes, charges for water, sewer and other municipal services, and assessments, whether or not assessed against the Mortgagor, if applicable or related in any way to the premises, or any interest in

the premises of the Mortgagor, the Mortgagee, or any other person or organization, or the debt, obligations or performance secured hereby, or the disbursement or application of the proceeds therefrom, excluding, however, any income or corporation excise tax of the Mortgagee; the Mortgagor grants the Mortgagee in the event of a default hereunder full power and authority as attorney irrevocable of the Mortgagor to apply for and prosecute claims for the abatement of real estate taxes and to collect and endorse any checks issued on account of the Mortgagor in connection with such claims and to retain and apply the same to the debt secured hereby;

(3) to keep the premises insured against fire, vandalism, malicious mischief and such other casualties and contingencies as the Mortgagee from time to time reasonably may require, in such amounts and for such periods as the Mortgagee from time to time reasonably may require; to deposit all insurance policies or memoranda thereof with the Mortgagee forthwith after the binding of such insurance, and to deliver to the Mortgagee new policies or memoranda thereof for any insurance about to expire at least ten (10) days before such expiration, all such insurance policies shall be first payable in case of loss to the Mortgagee and shall be written by such companies, on such terms, in such form and for such periods and amounts as the Mortgagee from time to time reasonably shall designate or approve, and the Mortgagor hereby grants the Mortgagee in the event of a default hereunder full power and authority as attorney irrevocable of the Mortgagor to cancel or transfer such insurance, to collect and endorse any checks issued in the name of the Mortgagor under such policies and to retain any premium or proceeds and to apply the same to the debt secured hereby;

(4) to put, maintain and keep the premises at all times in as good repair and condition as the same now are or hereafter may be put, damage from casualty expressly not excepted, permitting and suffering no waste or strip of the premises to occur, nor any violation of any law, by-law, ordinance, restriction, regulation, order, or code affecting the premises or the use thereof; and not to remove or alter any of the improvements, equipment, appliances, furnishings and fixtures constituting part of the premises without the prior written consent of the Mortgagee;

(5) to observe and perform all the obligations imposed upon the Mortgagor under any leases of the premises, nor to execute without Mortgagee's permission any leases on the premises other than for tenancies from month to month for uses

which are aesthetically compatible with Mortgagee's use of adjacent land for apartments, condominiums, and related recreational purposes;

(6) that if the premises or any part thereof shall be damaged or destroyed by fire or other hazard insured against or if the premises or any portion thereof shall be taken by eminent domain, no settlement on account of any loss or damage shall be made without the consent of the Mortgagee, or, in the event of a default hereunder, the Mortgagee may, at its option settle any claims with the insurers or taking authority, and any proceeds from insurance or damages for such taking, as the case may be, shall be paid to the Mortgagee, and the Mortgagor hereby irrevocably assigns the same to the Mortgagee and the Mortgagor hereby grants to the Mortgagee full power and authority as attorney irrevocable of the Mortgagor to settle such claims and to collect and endorse any checks issued in the name of the Mortgagor in connection with such claims. The Mortgagee at its discretion may either apply such proceeds against the debt secured hereby (in which case Mortgagor's obligations hereunder to restore such damage to the premises as may have been caused by such fire, other hazard or taking, shall terminate), or release such portion of the proceeds to the Mortgagor as is necessary to restore the premises to their prior condition insofar as is practicable upon such terms and conditions as the Mortgagee deems appropriate, and apply the balance thereof, if any, to the debt secured hereby; provided, however, that if any insurer of the premises denies liability, Mortgagor shall not be relieved of its obligation to restore the premises;

(7) if the Mortgagor shall default in the performance or observance of any covenant or agreement herein or in the Note contained, the Mortgagee may apply toward the debt secured hereby any deposit payment or any sum due from the Mortgagee to the Mortgagor without first enforcing any other rights of the Mortgagee against the Mortgagor, or against any endorser or guarantor of the Note or against the premises;

(8) if Mortgagee shall become involved in any action or course of conduct with respect to the Note, this Mortgage, the premises, or other security for the debt secured hereby, in order to protect its interest therein, including without limitation: the Mortgagee's commencement and prosecution of foreclosure proceedings, involvement in bankruptcy proceedings concerning the Mortgagor, entering the premises, care and management thereof or defending or participating as a party in any action at law or in equity brought by the Mortgagor or any other person or organization with respect to the premises (or other security for the debt secured

hereby), the Mortgagor shall reimburse the Mortgagee for all charges, costs and expenses incurred by the Mortgagee in connection therewith, including without limitation attorneys' fees and an additional reasonable fee to compensate the Mortgagee for overhead and personnel salaries and wages attributable to undertaking such actions or conduct;

(9) that at any foreclosure sale of the premises, the premises and any combination or all of the other security for the debt secured hereby may be offered for sale for one total price, and the proceeds of such sale may be accounted for in one account without distinction between the items of security or without assigning to them any proportion of such proceeds, the Mortgagor hereby waiving the application of any doctrine of marshalling. The Mortgagee may, in the exercise of the power of sale herein given, sell the premises and said other security in parts or parcels, said sales may be held from time to time, and the power shall not be fully executed until all of the premises and said other security not previously sold shall have been sold; if surplus proceeds are realized from a foreclosure sale, the Mortgagee shall not be liable for any interest thereon pending distribution of such proceeds by the Mortgagee;

(10) to notify the Mortgagee promptly of the existence of and the exact details of any other security interest in the premises, now existing or hereafter arising, to make all payments that become due to any secured party having such security interests, and at the request of the Mortgagee to discharge immediately any such security interest or to assign to the Mortgagee all of its right, title and interest in and to any and all agreements evidencing such security interest, and the Mortgagor hereby grants the Mortgagee full power and authority as attorney irrevocable of the Mortgagor to make, execute, acknowledge and deliver such assignments. The Mortgagor warrants and represents that no security interest presently exists in any of said security except as is disclosed herein;

(11) that the Mortgagee shall be entitled, but not obligated, to cure any default of the Mortgagor hereunder, and shall be reimbursed by the Mortgagor for all costs, charges and expenses including without limitation attorneys' fees, incurred in connection therewith, and that all sums for which the Mortgagee may be entitled to reimbursement shall be added to the principal sum of the debt secured hereby, shall earn interest at the rate set forth in the Note, shall be secured by this Mortgage, and shall be payable on demand of the Mortgagee, whether or not the remaining principal balance of the Note has been declared due and payable;

(12) in the event the legal or beneficial ownership of the premises, or any portion thereof or interest therein, becomes vested in anyone other than the Mortgagor, other than a successor public agency, authority or department by operation of law, the entire mortgage debt shall, at the option of the Mortgagee, become due and payable on demand together with all prepayment charges to which the Mortgagee would be entitled under the Note or by law if the Note were paid in full at the time of demand, provided, however, that the Mortgagee may, without notice to the Mortgagor, deal with the Mortgagor's successor or successors in interest with reference to the Mortgage and the debt secured hereby in the same manner as with the Mortgagor without in any way vitiating or discharging the Mortgagor's liability or obligations with respect to this Mortgage or the debt secured hereby. No sale of the premises hereby mortgaged and no forbearance on the part of the Mortgagee or extension of the time for the payment of the debt secured hereby or any other indulgence given by the Mortgagee shall operate to release, discharge, modify, change or affect the original liability of the Mortgagor, nor the priority of this Mortgage either in whole or in part, notice of such forbearance, extension or other indulgence being hereby expressly waived;

(13) that Mortgagor shall not:

(a) create, permit to be created any encumbrance on the premises (except for the payment of real estate taxes and betterment assessments prior to the commencement of interest and penalties thereon);

(b) liquidate or dissolve or permit its liquidation or dissolution;

(c) file a petition under any chapter of the Federal Bankruptcy Act or institute any other proceeding under any law relating to bankruptcy, bankruptcy reorganization, insolvency or relief of debtors, or consent to an assignment, composition or similar arrangement for the benefit of Mortgagor's creditors, or consent to appointment of a receiver for any of Mortgagor's property.

(14) any notice, demand or other communication required or permitted hereunder shall be deemed satisfactorily given upon depositing the same in writing in the United States mail by postage prepaid, registered or certified mail, addressed to the party to which it is directed at the address set forth herein.

In the event of a breach of any covenant, condition or agreement contained in this Mortgage remaining uncured for

a period in excess of thirty (30) days after notice from the Mortgagee to the Mortgagor (except that no grace period shall be permitted for a default under Section 13(c) above) or any breach in the covenants, conditions or agreements in any instrument given in connection with the Note and debt secured hereby or in any other mortgage, debt or obligation of or from the Mortgagor to the Mortgagee remaining uncured after the expiration of any applicable grace periods, or if any involuntary proceedings shall be commenced against Mortgagor under any chapter of the Federal Bankruptcy Act or other law relating to bankruptcy, bankruptcy reorganization, insolvency or relief of debtors, and such petition or proceeding is not dismissed within sixty (60) days from the date on which it is filed or instituted, the entire debt secured hereby, together with all prepayment charges to which Mortgagee would be entitled under the Note or by law if the Note were prepaid in full at the end of said sixty-day period, shall be due and payable at the option of the Mortgagee, and the Mortgagee shall have the STATUTORY POWER OF SALE as hereinafter provided.

In case any provision of the Note, this Mortgage, or any instrument executed by any person or organization in connection therewith shall be found unenforceable or invalid for any reason, the enforcement of any other provision shall be deemed modified to the extent necessary to be enforceable or if such modification is not practicable, shall be deleted from this Mortgage.

Mortgagee will give a partial release from this Mortgage in the event of conveyance of parcel 7 (as described in Exhibit A of an agreement between the Mortgagor and the Mortgagee dated December 7, 1978, on file with the records of the Secretary of the Mortgagor) to a bona fide purchaser for fair market value pursuant to an agreement whereby such purchaser will develop such parcel for uses aesthetically compatible with Mortgagee's development of the adjacent land for apartments, condominiums, related recreational uses and, if subsequently agreed by Mortgagor and Mortgagee, a hotel on the land immediately adjacent to said parcel 7. The payment of principal necessary for such partial release shall be the greater of (a) \$200,000 or (b) the fair market value of such parcel at the time for purchase thereof by an arm's length purchaser.

This Mortgage is upon the STATUTORY CONDITION and upon the further condition that all covenants and agreements of the Mortgagor in the Note, this Mortgage, all other instruments executed in connection therewith and in all other mortgages, debts and obligations of or from the Mortgagor to the Mortgagee shall be kept and fully performed, and upon any breach of the same Mortgagee shall have the STATUTORY POWER OF SALE and any other powers given by statute.

The word "Mortgagor" as used herein means Mortgagor named herein, whether one or several, and also means any subsequent owner or owners of the equity of redemption of the premises, shall be binding upon Mortgagor, its heirs, executors, administrators, successors and assigns and shall be joint and several if more than one person constitute Mortgagor. The word "Mortgagee" as used herein means Mortgagee named herein and any subsequent holder or holders of this Mortgage.

This Mortgage is executed under seal this 24th day of May, 1979.

BOSTON REDEVELOPMENT AUTHORITY

By 

Robert S. Ryan, its Director  
hereto duly authorized

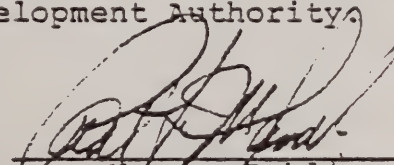
COMMONWEALTH OF MASSACHUSETTS

Suffolk, ss.

May 27, 1979

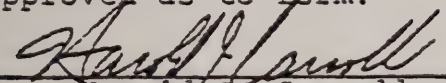
Then personally appeared the above-named Robert J. Ryan and acknowledged the foregoing instrument to be the free act and deed of said Boston Redevelopment Authority.

Before me,

  
Notary Public

My commission expires: June 21, 1980

Approved as to form:

  
Harold J. Carroll  
Chief General Counsel

# EXHIBIT A

A certain parcel of land with all improvements thereon situated off the Southeasterly side of Chelsea Street, Charlestown section of Boston, Suffolk County, Massachusetts, being shown as Parcel No. 2 on a plan entitled "Boston Redevelopment Authority, City of Boston - Suffolk County - Massachusetts, Boston Naval Shipyard - Charlestown, Land Parcel Plan Alternate 1 Revised" by Parsons, Brinckerhoff, Quade & Douglas, Inc., dated May 31, 1978, recorded with the Suffolk County Registry of Deeds of even record date herewith, said parcel being more fully bounded and described as follows:

Commencing at a point 27.52 feet Southeasterly of United States Coast & Geodetic Survey Disk 11N, as shown on said plan measured in the direction of United States Coast & Geodetic Survey Disk 11A, as shown on said plan; thence

S 49°22'02"W - 461.40 feet to a point at the intersection of First Avenue and Sixteenth Street between Parcels No. 1 and 2 as shown on said plan, being the point of beginning of the parcel to be described herein; thence

N 40°36'44"W - 470.48 feet by Sixteenth Street to a point; thence

N 28°11'15"E - 269.62 feet, more or less to a point at Little Mystic Channel, as shown on said plan, the last two (2) courses being by Parcel No. 1, as shown on said plan; thence

S 78°26'43"E - 274.32 feet, more or less, to a point; thence

N 80°45'51"E - 89.14 feet to a point; thence

S 46°40'00"E - 58.49 feet to a point; thence

S 78°26'43"E - 159.35 feet to a point; thence

S 19°36'44"E - 290.00 feet to a point; thence  
 S 08°40'47"E - 683.54 feet to a point; thence  
 S 06°27'38"W - 628.54 feet to a point; thence  
 S 24°49'42"W - 1,220.27 feet to a point; thence  
 S 49°23'23"W - 221.09 feet, more or less to a point at Parcel  
 No. 3 as shown on said plan, the last nine (9)  
 courses being in part by Little Mystic Channel  
 and in part by Main Channel, Boston Inner Harbor;  
 thence  
 N 40°37'24"W - 664.55 feet, more or less to a point; thence  
 S 50°02'12"W - 44.25 feet to a point; thence  
 N 40°37'56"W - 301.19 feet to a point; thence  
 N 49°19'09"E - 330.34 feet to a point; thence  
 N 40°37'53"W - 504.38 feet by Eighth Street, as shown on said  
 plan, to a point at Parcel No. 1 as shown on  
 said plan, the last five (5) courses being by  
 Parcel No. 3, as shown on said plan; thence still  
 N 40°37'53"W - 172.16 feet by Eighth Street, as shown on said  
 plan, to a point; thence  
 N 49°22'02"E 1,387.94 feet by First Avenue, as shown on said  
 plan, the last two (2) courses being by Parcel  
 No. 1 as shown on said plan, to the point of  
 beginning.

Said parcel containing 58.58 Acres, more or less, according to said plan.

Parcel No. 1 as shown on said plan is referred to from time to time hereafter as the "Historic Monument Parcel". Parcel No. 3 as shown on said plan is referred to from time to time hereafter as the "Public Park Parcel".

For the Mortgagor's title, see a deed from the UNITED STATES OF AMERICA dated May , 1979 recorded with said Deeds of even record date herewith.

The above-described premises are hereby conveyed together with the benefit of those easements appurtenant to it and reserved in the following instrument:

Deed of the Historic Monument Parcel from THE UNITED STATES OF AMERICA, acting by and through the Administrator of General Services to the Grantee herein dated July 7, 1978, and recorded with Suffolk County Registry of Deeds in Book , Page .

The above-described premises are hereby conveyed subject to the terms, conditions, and stipulations set forth in a certain "Memorandum of Agreement" concerning the proposed sale of 58.4 acres of the Boston Naval Shipyard, Boston, Massachusetts, being the above-described premises, dated May 31, 1978, and filed with (a) the Advisory Council on Historic Preservation, 1522 K Street, N.W., Washington, D.C. 20005, (b) the Boston Redevelopment Authority, City Hall, Boston, Massachusetts, and (c) with the Massachusetts Historical Commission, 194 Washington Street, Boston, Massachusetts.

PROMISSORY NOTE

\$1,740,000.00

MAY 24, 1979

FOR VALUE RECEIVED, BOSTON REDEVELOPMENT AUTHORITY, a public body corporate and politic (the "Authority" or the "Maker") promises to pay to IMMOBILIARE NEW ENGLAND, a Massachusetts joint venture ("Immobiliare" or "Payee"), or order, at its principal office in Boston, Massachusetts, the principal sum of ONE MILLION SEVEN HUNDRED FORTY THOUSAND DOLLARS (\$1,740,000) with interest thereon at the rate per year which equals the prime rate of interest for unsecured loans made by Chase Manhattan Bank, N.A. from time to time plus an additional two per cent (2%). In any event, the entire balance of principal and interest shall be paid within three (3) months after the expiration or termination of the agreement between the Authority and Immobiliare dated December 7, 1978 (the "Immobiliare Agreement").

Interest shall be payable at the rate set forth above unless, at the time such interest payment is due, either party obtains an unqualified opinion of recognized Boston tax counsel reasonably satisfactory to payee, or an unqualified ruling issued by the Internal Revenue Service, which opinion or ruling shall state that interest on this Note is exempt from Federal and State taxation and shall be otherwise in form and substance reasonably satisfactory to payee as indicated by its notice in writing to such effect. In such event interest shall be payable at the rate paid by Maker on its most recent short term tax exempt borrowings made in the ordinary course of its business, or, if such rate becomes unascertainable, at the rate paid by the City of Boston on similar borrowings.

All payments shall be applied first to interest and the balance to principal except that, in the event of a default hereunder, any payment may, at the option of the holder, be applied first to principal.

All such payments of principal and interest shall be made in any coin or currency of the United States of America which at the time of payment is legal tender for public and private debts unless the Payee shall accept as payment in whole or in part certain real property to be conveyed to it pursuant to the Immobiliare Agreement, all as more specifically described and defined hereinbelow.

Whenever the Payee accepts delivery of good and clear record and marketable title to certain real property in the Charlestown section of Boston, Massachusetts, in accordance with

the Immobiliare Agreement, the Payee will accept such title in payment of a portion of the principal amount hereof in the amount set forth in Exhibit J of the Immobiliare Agreement as the acquisition price of such property together with all interest accrued thereon.

An amount equal to Two Hundred Thousand Dollars (\$200,000) or the fair market value of Parcel 7, if higher, may be prepaid hereunder at the election of the Authority prior to the maturity hereof for the partial release of Parcel 7, as described in the Immobiliare Agreement and as further set forth in the mortgage securing this Note.

This Note may be prepaid in whole, at any time after one (1) year from the date hereof, with interest but without any penalty, on the condition that while the Immobiliare Agreement is in effect no additional controls, reviews or limitations shall be imposed on the Payee, its successors in title, the Project Parcel or the development process as described and defined in the Immobiliare Agreement by virtue of such prepayment or any refinancing of the property by the Maker or any successor in interest. Simultaneously with such prepayment the Authority and Immobiliare shall amend the Immobiliare Agreement to provide the continuing effect of the foregoing provision.

The Authority is a public body politic and corporate under Chapter 121B of the General Laws of the Commonwealth of Massachusetts (the "Enabling Act") and this Note is authorized to be issued pursuant to a resolution adopted by the Authority on May 17, 1979 (the "Resolution") for purposes for which Notes are authorized to be issued under the provisions of the Enabling Act. This Note is a general obligation of the Authority and is secured by a mortgage of even date herewith on the premises known as the "Buy Parcel"-Charlestown Navy Yard.

It is hereby certified that all conditions, actions and things required by the Constitution and laws of the Commonwealth of Massachusetts to exist, be performed and happen precedent to or in issuance of this Note do exist, have been performed and have happened in due and legal form.

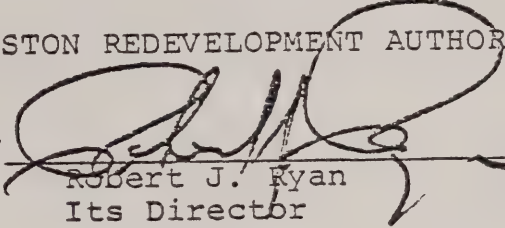
In Witness Whereof, the Boston Redevelopment Authority has caused this Note to bear the manual signature of its Director

and its official seal to be affixed hereon, duly attested by the manual signature of its Secretary, all as of the 24th day of May, 1979.

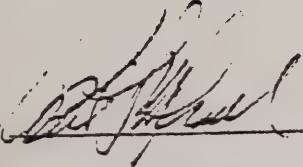
This Note shall have the effect of an instrument under seal.

BOSTON REDEVELOPMENT AUTHORITY

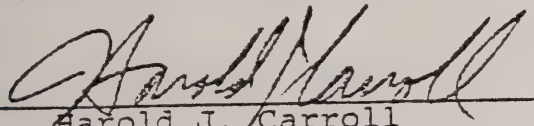
By

  
Robert J. Ryan  
Its Director

(SEAL)

ATTEST: 

APPROVED AS TO FORM:

  
Harold J. Carroll  
Chief General Counsel

DEED

GENERAL SERVICES ADMINISTRATION  
TO  
BOSTON REDEVELOPMENT AUTHORITY  
OF PROJECT PARCEL

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THE UNITED STATES OF AMERICA, ("Grantor"), acting by and through the Administrator of General Services, under and pursuant to the powers and authority contained in the provisions of the Federal Property and Administrative Services Act of 1949 (63 Stat. 377) as amended, and the Surplus Property Act of 1944 (53 Stat. 765), as amended, and the regulations and orders promulgated thereunder, for and in consideration of the sum of ONE MILLION SEVEN HUNDRED FORTY THOUSAND (\$1,740,000.00) DOLLARS, the receipt of which is hereby acknowledged, grants to BOSTON REDEVELOPMENT AUTHORITY, ("Grantee"), a public body politic and corporate, duly organized and existing under Chapter 121B of the General Laws of the Commonwealth of Massachusetts, One City Hall Square, Boston, MA 02201, its successors and assigns, all its right, title and interest in and to the following described property in the Charlestown Section of Boston, Suffolk County, Massachusetts, and being referred to from time to time hereafter as the "Project Parcel".

DESCRIPTION

A certain parcel of land with all improvements thereon situated off the Southeasterly side of Chelsea Street,

Charlestown section of Boston, Suffolk County, Massachusetts, being shown as Parcel No. 2 on a plan entitled "Boston Redevelopment Authority, City of Boston - Suffolk County - Massachusetts, Boston Naval Shipyard - Charlestown, Land Parcel Plan Alternate 1 Revised" by Parsons, Brinckerhoff, Quade & Douglas, Inc., dated May 31, 1978, recorded with the Suffolk County Registry of Deeds ,

, said parcel being more fully bounded and described as follows:

Commencing at a point 27.52 feet Southeasterly of United States Coast & Geodetic Survey Disk 11N, as shown on said plan measured in the direction of United States Coast & Geodetic Survey Disk 11A, as shown on said plan; thence

S 49°22'02"W - 461.40 feet to a point at the intersection of First Avenue and Sixteenth Street between Parcels No. 1 and 2 as shown on said plan, being the point of beginning of the parcel to be described herein; thence

N 40°36'44"W - 470.48 feet by Sixteenth Street to a point; thence

N 28°11'15"E - 269.62 feet, more or less to a point at Little Mystic Channel, as shown on said plan, the last two (2) courses being by Parcel No. 1, as shown on said plan; thence

S 78°26'43"E - 247.32 feet, more or less, to a point; thence

N 80°45'51"E - 89.14 feet to a point; thence

S 46°40'00"E - 58.49 feet to a point; thence

S 78°26'43"E - 159.35 feet to a point; thence

S 19°36'44"E - 290.00 feet to a point; thence

S 08°40'47"E - 683.54 feet to a point; thence

S 06°27'38"W - 628.54 feet to a point; thence  
S 24°49'42"W - 1,220.27 feet to a point; thence  
S 49°23'23"W - 221.09 feet, more or less to a point at Parcel  
No. 3 as shown on said plan, the last nine  
(9) courses being in part by Little Mystic  
Channel and in part by Main Channel, Boston  
Inner Harbor; thence  
N 40°37'24"W - 664.55 feet, more or less to a point; thence  
S 50°02'12"W - 44.25 feet to a point; thence  
N 40°37'56"W - 301.19 feet to a point; thence  
N 49°19'09"E - 330.34 feet to a point; thence  
N 40°37'53"W - 504.58 feet by Eighth Street, as shown on  
said plan, to a point at Parcel No. 1 as shown  
on said plan, the last five (5) courses being  
by Parcel No. 3, as shown on said plan; thence  
still  
N 40°37'53"W - 172.16 feet by Eighth Street, as shown on  
said plan, to a point; thence  
N 49°22'02"E - 1,387.94 feet by First Avenue, as shown on  
said plan, the last two (2) courses being by  
Parcel No. 1 as shown on said plan, to the  
point of beginning.

Said parcel containing 58.58 Acres, more or less,  
according to said plan.

Parcel No. 1 as shown on said plan is referred to  
from time to time hereafter as the "Historic Monument  
Parcel". Parcel No. 3 as shown on said plan is referred  
to from time to time hereafter as the "Public Park Parcel".

For the Grantor's title, see the following:

A. Recorded Instruments:

(1) Deed from Wm. Calder to the United States of America (USA) dated August 29, 1800, recorded with Middlesex South District Registry of Deeds at Book 137, Page 210.

(2) Deed from R. Boylston to the USA, dated August 26, 1800, recorded with Middlesex South District Registry of Deeds, Book 137, Page 209.

(3) Deed from C. Henley et al to the USA, dated August 30, 1800, recorded with Middlesex South District Registry of Deeds, Book 141, Page 51.

(4) Deed from J. Larkin to the USA, dated December 2, 1800, recorded with Middlesex South District Registry of Deeds, Book 141, Page 52.

(5) Deed from E. Breed to the USA, dated February 21, 1801, recorded with Middlesex South District Registry of Deeds, Book 141, Page 39.

(6) Receipt for Jury Award (Local Civil Action) from E. Breed to the USA, dated February 21, 1801, recorded with Middlesex South District Registry of Deeds, Book 141, Page 38.

(7) Deed from M. Shaw et al to the USA, dated August 2, 1825, recorded with Middlesex South District Registry of Deeds, Book 262, Page 94.

(8) Deed from The Salem Turnpike and Chelsea Bridge Corporation to the USA, dated August 1, 1825, recorded with Middlesex South District Registry of Deeds, Book 262, Page 95.

B. Statutory Authority:

- (1) c.26 of the Massachusetts Acts & Resolves of 1800.
- (2) c.8 of the Massachusetts Acts and Resolves of 1825.
- (3) c.12 of the Massachusetts Acts & Resolves of 1941.
- (4) c.659 of the Massachusetts Acts & Resolves of 1941.
- (5) c.614 of the Massachusetts Acts & Resolves of 1945.
- (6) c.64 of the Massachusetts Acts & Resolves of 1899.

- (7) c.490 of the Massachusetts Acts & Resolves of 1938.
- (8) c.475 of the Massachusetts Acts & Resolves of 1948.
- (9) c.556 of the Massachusetts Acts & Resolves of 1978.

C. Licenses:

(1) License No. 3747 granted by the Commonwealth of Massachusetts, Department of Public Works, to the United States of America, Department of the Navy, on May 23, 1955, recorded with Suffolk County Registry of Deeds on December 16, 1955 at Book 7116, Page 469.

(2) License No. 3811 granted by the Commonwealth of Massachusetts, Department of Public Works, to the United States of America, Department of the Navy, on January 30, 1956, recorded with Suffolk County Registry of Deeds on September 18, 1956 at Book 7184, Page 180.

(3) License No. 3932 granted by the Commonwealth of Massachusetts, Department of Public Works, to the United States of America, Department of the Navy, on February 11, 1957, recorded with Suffolk County Registry of Deeds on April 1, 1957 at Book 7225, Page 32.

(4) License No. 4367 granted by the Commonwealth of Massachusetts, Department of Public Works, to the United States of America, Department of the Navy, on September 26, 1960, recorded with Suffolk County Registry of Deeds on October 18, 1960 at Book 7514, Page 423.

The above-described premises are hereby conveyed together with the benefit of those easements appurtenant to it and reserved in the following instrument:

Deed of the Historic Monument Parcel from THE UNITED STATES OF AMERICA, acting by and through the Administrator of General Services to the Grantee herein dated July 7, 1978, and recorded with Suffolk County Registry of Deeds in Book           , Page           .

The property transferred hereby was duly determined to be surplus and was assigned to the Administrator of

General Services for disposal pursuant to the Federal Property and Administrative Services Act of 1949 (63 Stat. 377) as amended, and the applicable rules, orders and regulations promulgated thereunder.

The Grantee covenants for itself, its successors and assigns and every successor in interest to the property hereby conveyed, or any part thereof, that the said Grantee and such successors and assigns shall not discriminate upon the basis of race, color, religion or national origin in the use, occupancy, sale or lease of the property, or in their employment practices conducted thereon. This covenant shall not apply, however, to the lease or rental of a room or rooms within a family dwelling unit; nor shall it apply with respect to religion to premises used primarily for religious purposes. THE UNITED STATES OF AMERICA shall be deemed the beneficiary of this covenant without regard to whether it remains the owner of any land or interest therein in the locality of the property hereby conveyed and shall have the sole right to enforce this covenant in any court of competent jurisdiction.

The above-described premises are hereby conveyed subject to the terms, conditions, and stipulations set forth in a certain "Memorandum of Agreement" concerning the proposed sale of 58.4 acres of the Boston Naval Shipyard, Boston, Massachusetts, being the above-described premises, dated May 31, 1978, and filed with (a) the

Advisory Council on Historic Preservation, 1522 K Street,  
N.W., Washington, D.C. 20005, (b) the Boston Redevelopment  
Authority, City Hall, Boston, Massachusetts, and (c)  
with the Massachusetts Historical Commission, 194 Washington  
Street, Boston, Massachusetts.

At any time within a three-year period from the  
date of transfer of title by the Grantor the Grantee  
shall or agree to sell 50% or more of the subject  
property in whole or in part it is agreed that all proceeds  
received to be received from any sale(s) or agreement(s)  
to be defined as that portion of the total consideration  
paid to the Grantee regardless of the three-year period  
as paid in one or more sales or agreements in excess  
of incurred by the Grantee in conjunction with the  
development plan shall be assigned to the Grantor.

Applicable costs to the Grantee under this condition  
regardless of state grants but exclusive of Federal grants  
received by the Grantee to cover all or a portion of all  
costs will include but not be limited to the following:

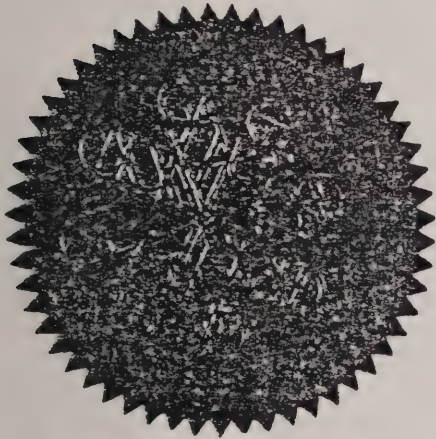
- land acquisition;
- property maintenance and insurance;
- financing;
- marketing and promotion;
- project administration;

- (6) physical development, including road construction, storm and sanitary sewer construction, other public facilities or utility construction, building rehabilitation and demolition, landscaping, grading and other public improvements;
- (7) planning, design and engineering services.

In the event that more than 50% and less than 100% of the subject property is under contract for sale within the three-year period, applicable costs to the Grantee shall be pro-rated as determined by the ratio of land area sold or under contract for sale over total net land area multiplied by total costs to the Grantee as itemized herein above (land sold or under contract for sale divided by total net land area multiplied by total Grantee costs). These costs may be charged only if not reimbursed to the Grantee by the purchaser(s) by a lump sum payment or an assessment in addition to the purchase price. It is further agreed that a minimum average sale price of \$30,000 per acre or a lesser amount agreeable to the Grantor shall be established in such sale(s) or agreement(s).

This deed is executed and delivered to said BOSTON REDEVELOPMENT AUTHORITY, its successors and assigns and all those taking title by, through and under it without any covenants whatsoever, either express or implied.

IN WITNESS WHEREOF, the United States of America,  
acting by and through the Administrator of General Services,  
has caused these presents to be executed in its name and  
behalf by the Regional Administrator, General Services  
Administration, Boston, Massachusetts, and the BOSTON  
REDEVELOPMENT AUTHORITY, to evidence its acceptance of  
this conveyance, have caused these presents to be executed  
as a sealed instrument in the name and behalf of each,  
respectively, this 21st day of May, 1979.



UNITED STATES OF AMERICA  
Acting By and Through the  
ADMINISTRATOR OF GENERAL  
SERVICES

By L. F. Bretta  
L. F. BRETТА  
Regional Administrator  
General Services Administration  
Boston, Massachusetts

WITNESSES:

Arthur A. Jurewicz

John F. Resnick

COMMONWEALTH OF MASSACHUSETTS )  
COUNTY OF SUFFOLK ) ss.

In Boston, in said County and State, on this 21st day of May, 1979, before me personally appeared L. F. BRETTEA, Regional Administrator, General Services Administration, Boston, Massachusetts, duly empowered and authorized and delegated by the Administrator of General Services, to me known and known by me to be the party executing the foregoing instrument and acknowledged said instrument by him duly executed to be the free act and deed of the UNITED STATES OF AMERICA, as his free act and deed individually, and in his capacity as Regional Administrator, General Services Administration, Boston, Massachusetts.

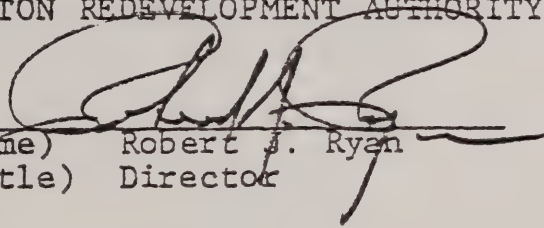
Arthur J. Pette  
(Name)  
Notary Public

My Commission Expires: May 21, 1982

ACCEPTANCE

The BOSTON REDEVELOPMENT AUTHORITY does hereby accept the foregoing deed this 24<sup>th</sup> day of MAY, 1979.

BOSTON REDEVELOPMENT AUTHORITY

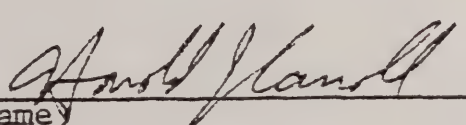
By:   
(Name) Robert J. Ryan  
(Title) Director

COMMONWEALTH OF MASSACHUSETTS

Suffolk, ss

MAY 24, 1979

Then personally appeared the above-named Robert J. Ryan, Director, and acknowledged the foregoing instrument to be the free act and deed of Boston Redevelopment Authority, before me

  
(Name)  
Notary Public

My Commission Expires: May 19, 1983

DEED

GENERAL SERVICES ADMINISTRATION  
TO  
BOSTON REDEVELOPMENT AUTHORITY

---

PROJECT PARCEL

Boston Naval Shipyard  
Charlestown, MA

UNITED STATES  
DEPARTMENT OF THE INTERIOR  
NATIONAL PARK SERVICE

NPS Area	<u>Boston National Historical Park</u>
Vendor	<u>Boston Redevelopment Authority, a public body, politic and corporate</u>
Contract No.	<u>CX 1690-9-0064</u>

AGREEMENT TO EXCHANGE REAL PROPERTY

WHEREAS, under Public Law 93-431, approved October 1, 1974, (88 Stat. 1184), the Secretary of the Interior is authorized to acquire property for and to establish the Boston National Historical Park in the Charlestown Section of Boston, Suffolk County, Commonwealth of Massachusetts; and,

WHEREAS, under Section 2(a) (7) the Secretary of the Interior is authorized to acquire and has acquired portions of the property known as the Boston Naval Shipyard at Charlestown (the "Yard"); and,

WHEREAS, Public Law 95-625, approved November 10, 1978, (92 Stat. 3467) amends said Public Law 94-431 to provide that the Secretary of the Interior is authorized to grant, in accordance with such terms and conditions as he deems necessary, easements and rights-of-way for the purposes of the vehicular, pedestrian and utility access to that portion of the Yard outside the boundaries of the Boston National Historical Park on condition that the property known as Building No. 107, in the Yard, and owned by the Boston Redevelopment Authority, hereinafter referred to as the Vendor, shall be conveyed to the United State of America; and,

WHEREAS, the Vendor herein is or is to be the fee simple title holder in and to those portions of the Yard known as the Recreation Parcel, the Historic Monument Parcel and the Buy Parcel; and,

WHEREAS, Building 107 and its underlying land is within said Historic Monument Parcel, which parcel was acquired by a deed dated July 7, 1978, from the United States of America, acting by and through the Administrator of General Services, and which parcel was accepted on behalf of the Vendor by Robert F. Walsh, Director; and,

WHEREAS, the Vendor, pursuant to said Public Law 95-625, shall convey to the United States of America all of its right, title and interest in and to Building 107 together with the underlying land as depicted on the enclosed map marked Exhibit A, attached hereto and made a part hereof, in exchange for the conveyance by the United States of America of an easement in perpetuity in and over a tract of land generally on the enclosed map and identified as Gate 4-Easement A for vehicular, pedestrian and utility access and the conveyance by the United States of America of an easement for vehicular, pedestrian and utility access in and over the area outlined on the attached map and identified as Chelsea-Water Street Connector Easement B; and,

WHEREAS, the United States of America requires immediate access to Building 107 together with a temporary right-of-way and access for overhead and underground utilities and vehicular and pedestrian access for its agents, officers, employees and contractors from said Building 107 to the present Boston National Historic Park Area; and,

WHEREAS, the Vendor, its agents, employees and contractors require a right of entry and authorization to demolish certain buildings and improvements in order to establish access in and over the above easement area; and,

WHEREAS, in the development of the facilities for the Recreation, Historic Monument and Buy Parcels, the Vendor, its successors and assigns, its agents, employees, contractors and lessees require vehicular and pedestrian access through Gate 1 and in and over First Avenue, Second Avenue, Third Street and Fourth Street until such time as all work relating to the Gate 4 Easement Area and the Chelsea-Water Street Connector areas are completed; and,

WHEREAS, it is in the best interest of the parties hereto to exchange property interests, as herein set forth and to grant such authorization and rights of entry as are necessary to affect such conveyances.

NOW, THEREFORE, this agreement is made and entered into as of this \_\_\_\_\_ day March, 1979, by and between the Boston Redevelopment Authority, a public body, politic and corporate, hereinafter referred to as the Vendor, and the UNITED STATES OF AMERICA.

WITNESSETH:

The Vendor, in consideration of the mutual covenants and agreements herein set forth, agrees to exchange and convey to the United States of America and its assigns, all of its right, title and interest in and to Building 107, in the Yard, and the underlying land, and all rights, hereditaments, easements, and appurtenances thereunto belonging, lying and being in the County of Suffolk, Commonwealth of Massachusetts, containing .47 acres, more or less, subject to existing easements for rights of way, public utilities (including Boston Gas, Boston Edison and New England Telephone), railroads, and pipelines, if any.

The terms and conditions of this agreement are as follows:

(1) The United States of America agrees to convey to the Vendor and its successors and assigns, in exchange for its interest in and to said Building 107 and underlying land, an easement for vehicular, pedestrian and utility access in and over a tract of land as depicted on the attached map and identified as Gate 4-Easement A, and an easement for vehicular, pedestrian and utility access in and over parcels of land and identified as "Chelsea-Water Street Connector"-Easement B subject to (1) on approval of Vendor's title and (2) completion, acceptance and approval of demolition work as hereinafter provided; provided the Vendor can execute and deliver a good and sufficient deed conveying its interest in and to the land above described, together with the hereditaments and appurtenances thereunto belonging to the United States of America and its assigns, in fee simple, free and clear of all liens and encumbrances, except those specifically excepted and reserved above, together with all right, title and interest of the Vendor in and to any streams, strips, gores, or railroad rights-of-way abutting or adjoining said land.

(2) The Vendor agrees that all taxes, assessments and encumbrances which are a lien against the land at the time of conveyance to the United States shall be satisfied of record by the Vendor at or before the transfer of title, and the Vendor will, at the request of the United States and without prior tender of the quitclaim deed for the Federally owned property execute and deliver the deed to the United States, pay the Federal and State documentary revenue stamp taxes, State and local recordation or transfer taxes where required by the State or municipal subdivision thereof, and obtain and record such other curative evidence of title as may be required by the United States.

(3) The Vendor further agrees that the United States of America, its officers, employees, agents and contractors shall have an immediate right of access and use of Building 107 and underlying land and necessary and appropriate access for vehicular and pedestrian travel and installation of utilities, maintenance and repair of the land as depicted on the attached map together with a right of entry and authorization to construct, install, operate, maintain, and remove utility lines from the Boston National Historical Park boundary to said Building 107. Installation and reconstruction shall be coordinated with, and in such manner as not to interrupt or hinder the ongoing construction and utility contracts of the Vendor. Vehicular access will be limited to 3rd Avenue.

The United States of America, by and through the Secretary of the Interior, or his duly authorized representative, hereby agrees that (a) all work performed in or affecting Building 107 and underlying land and the utilities lines in any way pursuant to and under any of the aforesaid easements shall be subject to prior review by and coordinated with the Vendor and (b) all property affected by such work shall be restored to substantially identical condition following such work.

(4)(a) The United States of America, by and through the Secretary of the Interior, or his duly authorized representative, agrees to convey an easement in perpetuity for vehicular, pedestrian and utility access in and over a strip of land to be surveyed and described as generally depicted on the attached map and identified as Gate 4 Easement by a quitclaim deed to the Vendor, its successors and assigns, the format of which is attached as an Exhibit hereto. Any plans recorded will be at Vendor's expense. The easement interest conveyed by the United States covers lands located in the County of Suffolk, Commonwealth of Massachusetts, and will be subject to the following rights that may be outstanding in third parties:

Existing easements for public roads and highways, public utilities, railroads and pipelines.

Excepting and reserving only the following rights and interests in the above-described property: NONE

(4)(b) The United States of America, by and through the Secretary of the Interior, or his duly authorized representative, hereby authorizes and grants to the Vendor, its agents, employees and contractors the right to demolish Buildings 136 and 198 together with any other improvements owned by the United States as necessary to establish access through Gate 4, subject to review and approval of plans and specifications for the demolition of Buildings 136 and 198 and the certification that said work has been satisfactorily completed and the area restored to a condition as set forth in said plans and specifications for demolition, for utilities, roadways, sidewalks, and ground plane treatment. The Vendor, its agents, employees and contractors, is hereby granted authorization and a right of entry to enter upon and complete said demolition work in and over the area as identified as Easement C on the attached map. The Vendor herein agrees to hold the United States of America harmless for any liability claims or injury to others resulting from said demolition work. In furtherance of the work to be accomplished, the Vendor, or its contractors, shall post a good and sufficient bond naming the United States as insured. The Vendor, its agents, employees and contractors agree to protect structures and facilities not to be demolished.

(4)(c) The United States agrees to vacate Buildings 136 and 198 by not later than ~~May 15, 1979~~ June 30, 1979.

(5)(a) The United States of America, by and through the Secretary of Interior, or his duly authorized representative, agrees to convey an easement in perpetuity for vehicular, pedestrian, and utility access in and over a strip of land to be surveyed and described as generally depicted on the attached map and identified as Chelsea-Water Street Connector Easement B by a quitclaim deed to the Vendor, its successors and assigns, the format of which is attached as an Exhibit hereto. Any plans recorded will be at Vendor's expense. The easement interest conveyed by the United States covers lands located in the County of Suffolk, Commonwealth of Massachusetts, and will be subject to the following rights that may be outstanding in third parties:

Existing easements for public roads and highways, rights of way, public and private utilities, railroads and pipelines.

Excepting and reserving only the following rights and interests in the above-described property: NONE

(5)(b) The United States of America, by and through the Secretary of the Interior, or his duly authorized representative, hereby authorizes and grants an immediate right of entry to the Vendor, its officers, agents, employees and contractors to enter upon and demolish Building 204 and adjacent structures and facilities subject to and upon completion of the relocation of the historic wall by the United States, and subject to review and approval of plans and specifications for the demolition of Building 204, and the certification that said work has been satisfactorily completed, as set forth in said plans and specifications. The Vendor, its agents, employees and contractors, is hereby granted authorization and a right of entry to enter upon and complete said demolition work in and over the area identified as Easement D on the attached map. The Vendor herein agrees to hold the United States of America harmless for any liability claims or injury to others resulting from said demolition work. In furtherance of the work to be accomplished, the Vendor, or its contractors, shall post a good and sufficient bond naming the United States as insured. The Vendor, its agents, employees and contractors agree to protect structures and facilities not to be demolished.

(6) The United States of America, acting by and through the Secretary of the Interior, or his duly authorized representative, hereby authorizes and grants temporary access to the Vendor, its successor and assigns and their employees, agents, tenants, and invitees for pedestrian and automobile traffic only, at all times through Gate 1 and in and over First Avenue, Second Avenue, Third and Fourth Streets to the Historic Monument Parcel, the Buy Parcel, and the Recreation Parcel. Said temporary access shall cease when the Gate 4 access is completed and the Water-Chelsea Street Connector work is completed.

(7) The Vendor and the United States agree that loss or damage to the respective properties by vandalism, fire, or acts of God, shall be at the risk of the Vendor or the United States respectively, until the title to the land and the deeds to the Vendor and the United States respectively have been accepted by the Vendor and the United States respectively through their duly authorized representatives; and in the event that such loss or damage occurs, the Vendor or the United States may, without liability, refuse to accept the conveyance of the title or they may elect to accept conveyance of the title to such property, in which case there shall be an equitable adjustment of the values of the lands to be exchanged.

(8) It is agreed that the United States will defray the expenses incident to the preparation and recordation of the deed to the United States and the procurement of the necessary title evidence on the land

to be conveyed to the United States. The United States will also prepare the quitclaim deed to the Vendor, but will not provide any title evidence or insurance on the land to be conveyed to the Vendor.

(9) The Vendor represents and it is a condition of acceptance of this agreement that no member of or delegate to Congress, or resident commissioner, shall be admitted to or share any part of this agreement, or to any benefits that may also arise therefrom; but this provision shall not be construed to extend to any agreement if made with a corporation for its general benefit.

(10) The terms and conditions aforesaid are to apply to and bind the successors and assigns of the Vendor.

(11) All terms and conditions with respect to this agreement are expressly contained herein and the Vendor agrees that no representative or agent of the United States has made any representation or promise with respect to this agreement not expressly contained therein.

Signed, Sealed, and Delivered this 3rd day of April, 1979.

WITNESSES:

BOSTON REDEVELOPMENT AUTHORITY

Robert J. Ryan

By

Robert J. Ryan, Director

UNITED STATES OF AMERICA  
DEPARTMENT OF INTERIOR  
NATIONAL PARK SERVICE

WITNESSES:

\_\_\_\_\_

By

Jack E. Stark  
Jack E. Stark  
Title: Regional Director

Approved as to form:

Harold J. Carroll  
Harold J. Carroll  
Chief General Counsel

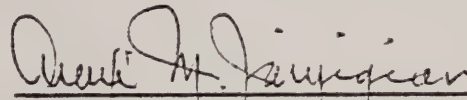
COMMONWEALTH OF MASSACHUSETTS Suffolk, S.S.

Boston

April 2 , 1979

Then personally appeared before me the above-mentioned ROBERT J. RYAN, Director, who executed the foregoing instrument on behalf of the Boston Redevelopment Authority, and acknowledged the foregoing to be the free act and deed of said Authority.

Before me,

  
Notary Public  
My commission expires: August 8, 1980


COMMONWEALTH OF MASSACHUSETTS Suffolk, S.S.

Boston

April 2 , 1979

Then personally appeared before me the above-mentioned JACK E. STARK, Regional Director, who executed the foregoing instrument on behalf of the United States of America, Department of Interior, National Park Service, and acknowledged the foregoing to be the free act and deed of said Department of Interior.

Before me,

  
Notary Public  
My commission expires: May 24, 1983

QUITCLAIM DEED OF EASEMENT

THIS DEED OF EASEMENT, made this \_\_\_\_\_ day of \_\_\_\_\_, 1979, by and between the UNITED STATES OF AMERICA, Grantor, acting by and through the Director, North Atlantic Region, National Park Service, Department of the Interior, under and pursuant to the authority contained in Public Law 93-431, approved October 1, 1974, (68 Stat. 1164), as amended by Section 310 of Public Law 95-625, approved November 10, 1978, (92 Stat. 3467), and the BOSTON REDEVELOPMENT AUTHORITY, a public body, politic and corporate of the Commonwealth of Massachusetts, Grantee,

WITNESSETH:

WHEREAS, the Grantor is the record title holder of certain property designated as Tract 101-01, Charlestown Navy Yard, Boston National Historical Park, Suffolk County, Commonwealth of Massachusetts; and,

WHEREAS, the Grantee is the owner of certain property designated as Building 107, Boston Naval Shipyard, Suffolk County, Commonwealth of Massachusetts; and,

WHEREAS, the above public laws provide for exchange of said Building 107 and an easement and right-of-way for vehicular, pedestrian and utility access in, over and through that portion of Tract 101-01 as necessary to provide access to those portions of the Boston Naval Shipyard adjacent to said Tract 101-01; and,

WHEREAS, the authority of the Secretary of the Interior to consummate this exchange of interests in land has been delegated to the Director, North Atlantic Region, National Park Service; and,

WHEREAS, such an exchange is in the public interest.

NOW, THEREFORE, for and in consideration of the premises and of the mutual benefits and advantages accruing to each of the parties hereto from the exchange of the interests or estates aforesaid, the UNITED STATES OF AMERICA, Grantor herein, does hereby grant, bargain, convey, confirm, release and quitclaim unto the BOSTON REDEVELOPMENT AUTHORITY, a public body, politic and corporate, under the Commonwealth of Massachusetts, a perpetual and assignable easement and right-of-way for vehicular, pedestrian and utility access in and over the following described lands, situate, lying and being in the County of Suffolk, Commonwealth of Massachusetts, and more particularly described as follows:

TO HAVE AND TO HOLD the said estate and right-of-way with all and singular the appurtenants thereunto pertaining unto the BOSTON REDEVELOPMENT AUTHORITY, a public body, politic and corporate,

THIS QUITCLAIM DEED OF EASEMENT submitted and delivered to the Grantee herein in exchange for the conveyance by the said Grantee to the UNITED STATES OF AMERICA of title in and to said Building 107.

IN WITNESS WHEREOF, the said Grantor has caused this deed to be executed on the day and year first above written.

UNITED STATES OF AMERICA

By: \_\_\_\_\_  
Director  
North Atlantic Region  
National Park Service

COMMONWEALTH OF MASSACHUSETTS

COUNTY OF

I hereby certify that on this \_\_\_\_\_ day of \_\_\_\_\_, 1979,  
before me, \_\_\_\_\_, a Notary Public in and for the  
\_\_\_\_\_, personally appeared \_\_\_\_\_  
to me known and by me duly sworn, did depose and say that he is the Director,  
North Atlantic Division, National Park Service, Department of the Interior  
of the United States of America, acting on behalf of the Grantor in the  
foregoing deed; that said instrument was signed on behalf of the UNITED  
STATES OF AMERICA by virtue of the authority contained in Public Law 93-431,  
approved October 1, 1974, (68 Stat. 1184), as amended by Public Law 95-623,  
approved November 10, 1978, (92 Stat. 3467), and he acknowledged the said  
instrument to be the act and deed of the UNITED STATES OF AMERICA for the  
purpose therein expressed.

\_\_\_\_\_  
Notary Public

(SEAL)

My Commission expires:

\_\_\_\_\_  
Date

DEED

KNOW ALL MEN BY THESE PRESENTS, that the Boston Redevelopment Authority, a public body, politic and corporate, under the Laws of the Commonwealth of Massachusetts, hereinafter referred to as the GRANTOR, for and in consideration of the sum of One Dollar (\$1.00) the receipt and sufficiency of which is hereby acknowledged and the conveyance by the GRANTEE of easement interests in, over, and through two tracts of land for vehicular, pedestrian, and utility access, does hereby grant and convey to the UNITED STATES OF AMERICA and its assigns, Washington, D.C., 20240, hereinafter referred to as GRANTEE the land described as follows:

together with any rights appurtenant thereto and access thereto for the purposes of maintenance, upkeep and use of the existing structure:

SUBJECT TO (1) existing easements for public roads and highways, public utilities, railroads, and pipelines, and (2) any existing easements, restrictions, stipulations, agreements, and reservations of record, so far as the same are now in force and applicable.

TO HAVE AND TO HOLD the lands acquired, together with all and singular the rights and privileges thereto belonging unto the said GRANTEE and its assigns, in fee simple forever.

THE LANDS herein acquired are for the use of and the development by the National Park Service, U.S. Department of the Interior.

IN WITNESS WHEREOF the said BOSTON REDEVELOPMENT AUTHORITY has caused these presents to be signed, acknowledged, and delivered in its name and on behalf by \_\_\_\_\_, its  
this \_\_\_\_\_ day of \_\_\_\_\_, in the year One Thousand Nine Hundred Seventy-Nine.

Signed and Sealed in the presence of:

BOSTON REDEVELOPMENT AUTHORITY

By \_\_\_\_\_

The Commonwealth of Massachusetts

SS: \_\_\_\_\_ 1979

Then personally appeared the above-named  
and acknowledged the foregoing instrument to be the free act and deed of the Boston Redevelopment Authority before me

\_\_\_\_\_  
Notary Public

My Commission expires:

\_\_\_\_\_  
19

CHIEFSEA / WATER CONNECTOR PROJECT AREA

(D)  
(A)  
(B)  
(C)

GATE 4 EASEMENT AREA

BLDG. 107

3 RD AVENUE

BOUNDARY BETWEEN N.R.S. AND B.R.A.

BOSTON NAVAL SHIPYARD  
EXHIBIT 'A'  
MARCH 1979

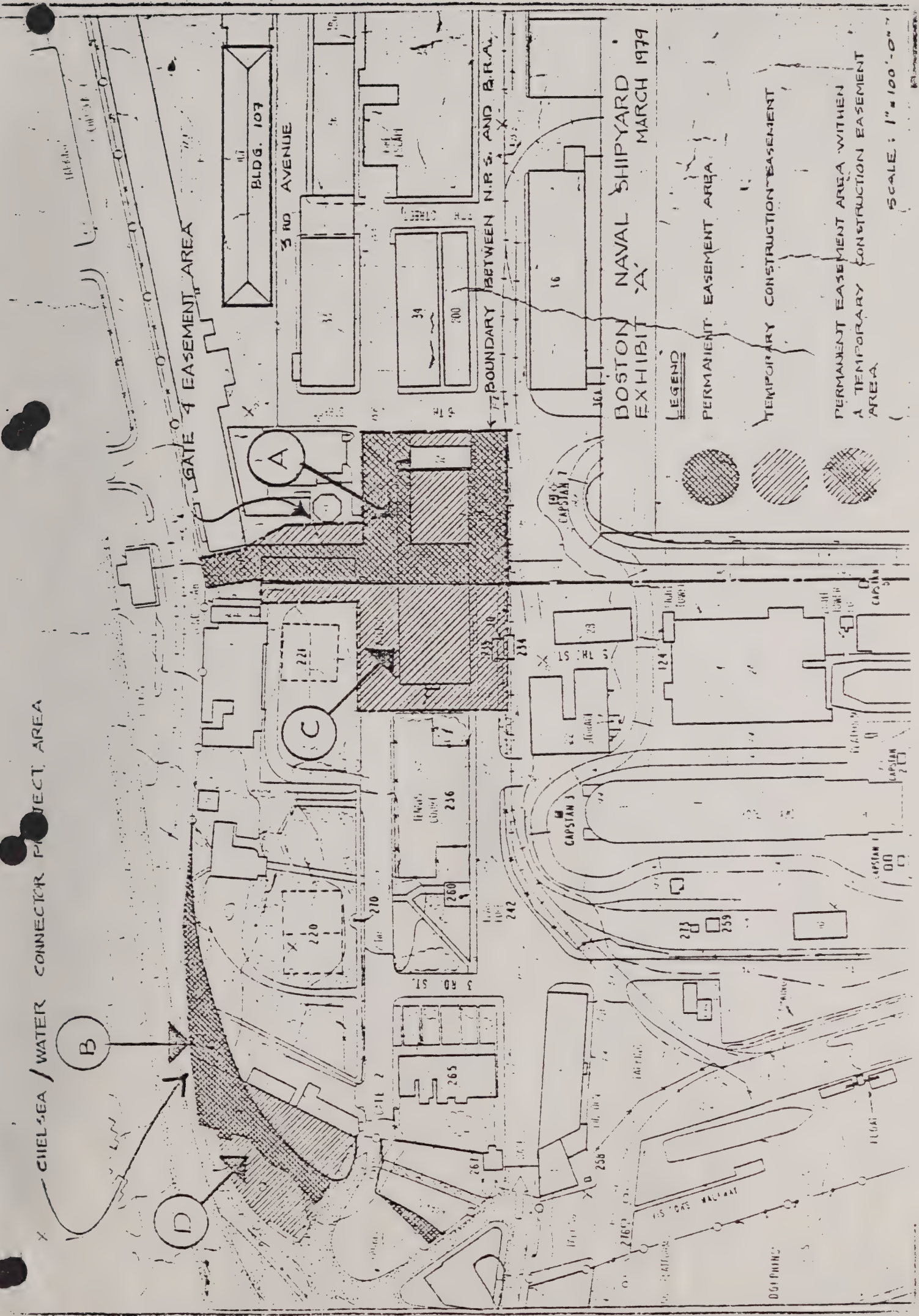
LEGEND

PERMANENT EASEMENT AREA

TEMPORARY CONSTRUCTION EASEMENT

PERMANENT EASEMENT AREA WITHIN  
A TEMPORARY CONSTRUCTION EASEMENT  
AREA

SCALE: 1" = 100'-0"



COMMONWEALTH OF MASSACHUSETTS  
SUFFOLK, SS.

BOSTON REDEVELOPMENT AUTHORITY

ORDER OF TAKING

WHEREAS, the Boston Redevelopment Authority, in accordance with G.L. c. 121B and its predecessor statute G.L. c. 121, adopted and filed in the Suffolk County Registry of Deeds, Book 8069, page 113, an ORDER OF TAKING, dated September 15, 1966, concerning and describing the CHARLESTOWN URBAN RENEWAL AREA, all of the findings, determinations and descriptions set forth therein being incorporated herein by reference and made a part hereof; and

WHEREAS, the Boston Redevelopment Authority has deposited with the Mayor of the City of Boston security to his satisfaction for the payment of such damages as may be awarded in accordance with law to the owner or owners of said area, as required by G.L. c. 79, §40.

NOW, THEREFORE, BE IT ORDERED that the Boston Redevelopment Authority, acting under the provisions of said c. 121B and all other authority thereunto enabling and pursuant to the applicable provisions of said c. 79, and of any and every power and authority to it, granted or implied, hereby takes for itself in fee simple by eminent domain, for the purposes hereinbefore set forth or referred to, the area or areas located in the City of Boston as hereinafter described in ANNEX A, together with any and all easements and rights appurtenant thereto, including any trees, buildings and other structures standing upon or affixed thereto, and including the fee, if any, in all public streets, highways and public ways in said area or areas or contiguous and adjacent to the property taken hereby, provided such fee is a part of said property, except any and all easements of travel in and to

any and all public streets, highways and public ways in said area or areas or contiguous and adjacent thereto.

AND FURTHER ORDERED that in accordance with the provisions of the said c. 79, as amended, awards are made by the Boston Redevelopment Authority for damages sustained by the owner or owners and all other persons, including all mortgagees of record, having any and all interest in each parcel described in ANNEX A and entitled to any damages by reason of the taking hereby made. The Boston Redevelopment Authority reserves the right to amend the award at any time prior to the payment thereof by reason of a change in ownership or value of said property before the right to damages therefor has become vested or for other good cause shown. The awards hereby made are set forth in ANNEX B, which ANNEX B is not to be recorded in the Registry of Deeds with the Order of Taking.

AND FURTHER ORDERED that the Secretary of the Boston Redevelopment Authority cause this instrument of Taking to be recorded in the office of the Suffolk County Registry of Deeds.

IN WITNESS WHEREOF, we, the following members of the Boston Redevelopment Authority have caused the corporate seal of the Authority to be hereto affixed and these presents to be signed in the name and behalf of the Boston Redevelopment Authority.

DATED: MAY 17 1979

BOSTON REDEVELOPMENT AUTHORITY

By:

John L. Farrell

James L. Collier  
James L. Collier  
James L. Collier

APPROVED AS TO FORM:

Harold J. Carroll, Chief General Counsel

ANNEX A

BOSTON REDEVELOPMENT AUTHORITY

CHARLESTOWN URBAN RENEWAL AREA

TAKING AREA DESCRIPTION

The following parcels of land are to be taken by this  
Order of Taking:

Two certain parcels of land with all improvements thereon situated on the Southeasterly side of Chelsea Street, Charlestown Section of Boston, Suffolk County, Massachusetts, and being shown as Parcels Nos. 1 and 2 on a plan entitled, "Boston Redevelopment Authority, City of Boston, Suffolk County, Massachusetts, Boston Naval Shipyard, Charlestown, Land Parcel Plan Alternate 1 Revised," by Parsons, Brinckerhoff, Quade & Douglas, Inc., dated May 31, 1978, recorded in the Suffolk County Registry of Deeds herewith, said parcels together being more fully bounded and described as follows:

Beginning at a point at the intersection of Parcels 1 and 2 on said plan at Little Mystic Channel, as shown on said plan, which point is Southeasterly 27.52 feet, S49°-22'-02"W, 461.40 feet, N40°-36'-44"E, 470.48 feet and N26°-11'-15"E, 269.62 feet, more or less, from United States Coast & Geodetic Survey Disk 11N, as shown on said plan;

thence running S78°-26'-43"E, 247.32 feet, more or less, to a point;

thence running N80°-45'-51"E, 89.14 feet to a point;

thence running S46°-40'-00"E, 58.49 feet to a point;

thence running S78°-26'-43"E, 159.35 feet to a point;

thence running S19°-36'-44"E, 290.00 feet to a point;

thence running S08°-40'-47"E, 683.54 feet to a point;

thence running S06°-27'-38"W, 628.54 feet to a point;

thence running S24°-49'-42"W, 1,220.27 feet to a point;

thence running S49°-23'-23"W, 221.09 feet, more or less, to a point at Parcel 3 as shown on said plan, the last nine (9) courses being in part by Little Mystic Channel and in part by Main Channel, Boston Inner Harbor, both as shown on said plan;

thence running N40°-37'-24"W, 664.55 feet, more or less, to a point;

thence running S50°-02'-12"W, 42.89 feet to a point;

thence running N40°-37'-56"W, 301.19 feet to a point;

thence running N49°-19'-09"E, 330.34 feet to a point;

thence running N40°-37'-53"W, 504.58 feet to a point;

thence running S49°-22'-12"W, 432.40 feet to a point;

thence running N40°-41'-18"E, 171.57 feet to a point at the parcel labelled "U.S.S. Constitution National Park" on said plan, the last seven (7) courses being by Parcel 3 as shown on said plan;

thence running N40°-41'-18"W, 187.77 feet to a point;

thence running S49°-18'-42"W, 116.36 feet by a "CURB," as shown on said plan, to a point;

thence running N40°-45'-38"W, 100.00 feet to a point;

thence running N73°-31'-33"W, 57.94 feet to a point;

thence running N52°-04'-36"W, 58.87 feet, more or less, to Chelsea Street, as shown on said plan, the last five (5) courses being by "U.S.S. Constitution National Park," as shown on said plan;

thence running N37°-42'-37"E, 1,130.66 feet, more or less, to a point;

thence running N35°-35'-51"E, 236.34 feet to a point;

thence running N35°-34'-57"E, 208.17 feet to a point;

thence running N35°-35'-28"E, 27.35 feet to a point;

thence running N35°-30'-36"E, 392.32 feet to a point;

thence running N36°-34'-05"E, 21.41 feet to a point at Little Mystic Channel, as shown on said plan, the last six (6) courses being by Chelsea Street, as shown on said plan;

thence N78°-11'-41"E, 71.31 feet to a point;

thence running S78°-26'-43"E, 329.74 feet, more or less, to the point of beginning, the last two (2) courses being by Little Mystic Channel, as shown on said plan.

Or however said Parcels may be otherwise bounded and described. Said parcels together containing 89.43 acres, more or less, according to said plan.

The owners of the parcels hereby taken are unknown.

ANNEX B

BOSTON REDEVELOPMENT AUTHORITY

CHARLESTOWN URBAN RENEWAL AREA

AWARD OF DAMAGES

No awards are made with this Order of Taking.